

# Water Well Drilling Contract

between

Supreme Water Well Drilling Service	
Name of Drilling Company (hereinafter called the 'Contractor')	License Number

P.O. Box 1562, Christiansted, St. Croix 00821	(340) 773-3593	(340) 277-3541
Address of Contractor	Phone	Cellular

and

Great St. James
Person or Firm Contracting this Order (hereinafter called the 'Customer')

6100 Red Hook, St. Thomas, VI 00802		340-227-5323
Address of Customer	Phone	Cellular

The Customer agrees to retain the services of the Contractor for the purposes of constructing a well or wells at the following location: **Great St. James (VI)**

The Customer warrants that the premises belong to or are under his legal control, and that he/she has full right and authority to enter into this drilling contract.

The Customer shall be responsible for access to the drill site(s). The location(s) of the well(s) shall be agreed upon by the Contractor and the Customer.

The Customer shall permit the Contractor and his/her representatives free and unobstructed access to the site of the water well(s) for the purpose of carrying out this agreement.

The approximate starting date for construction of the well(s) is (are) constructed, cased, tested and completed in compliance with the Water Resources Conservation made under Title 12 § 151 – 167 of Virgin Islands Code. The well(s) shall be drilled to a sufficient depth to meet expected needs (or minimum requirements if applicable). Should insufficient quantity be obtained by 150 feet of depth, the Customer (or his agent), will be notified so that options maybe evaluated. Drilling will be discontinued at any time upon direction from the Customer.

The Contractor warrants and guarantees that the work to be performed under this does not warrant or guarantee the quantity or quality of any water which may be obtained.

The Customer agrees to pay the Contractor for the work at the following rates:

**See the attached Estimate # 199**

Extra costs Geological conditions are reasonably well known in most area, but unexpected conditions may occur. Such conditions may necessitate the use of additional materials or work such as drilling mud or foam, liner casing, well screens, cement, pumps, tanks, pipes, etc.) These may be employed if deemed necessary by the Contractor and charged to the Customer accordingly. The Contractor will contact the Customer to inform him/her of such conditions and possible extra costs prior to conducting the work.

Additional materials such as the above, if not required by geological conditions but recommended by Government of the Virgin Islands Department of Licensing and Consumer Affairs, or requested by the Customer, will be supplied at the Contractor's current retail prices.

**Extra labor** Any additional pumping or developing required for bacteriological or chemical testing above and beyond regulatory requirements, or use of the Contractor's equipment and personnel for any service not referred to above will be an additional cost.

**Taxes** All work and materials are subject to applicable taxes in addition to the above, payable by the Customer.

**Payments** The Customer agrees to pay the Contractor full payment of **\$24,320.30** upon the signing of this contract or a minimum deposit as follows:

- a) \$18,320.30 deposit on signing of this contract, and**
- b) the balance of \$6,000.00 upon reaching the contracted depth.**

All accounts rendered by the Contractor to the Customer, whether interim, final or otherwise, shall be paid within 30 days of the date set out on the accounts. Accounts not paid within the 30 day period shall accrue interest at the rate of 1.5% per month calculated from the date set out on the accounts. In the event of commencement of suit to enforce payment of this contract, the Customer agrees to pay such additional sum as attorney's fees and other costs as the Court may adjudge reasonable.

The Contractor guarantees workmanship to be free of defect for a period of six (6) months. These guarantees shall be void if explosives, dry ice, hydro-fracturing, etc., are used by anyone (including the Contractor) in the well(s)

Upon completion of the work, the Contractor shall complete a well construction report(s) as required by Government of the Virgin Islands Department of Licensing and Consumer Affairs, and provide copies to the Department, the Customer, and shall keep a copy for a period of at least 2 years from the date of completion of the well(s)

This agreement is subject to other terms and conditions between the Contractor and the Customer as set out immediately below:

**Customer must provide a minimum of 3000 gallons of water at the drill site to begin this project.**

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I accept the above agreement, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016 at: Great St. James (VI), in the District of St. Thomas, United States Virgin Islands.

<b>Customer Signature</b>	<b>Print Name Here</b>	<b>Date:</b>
<b>Contractor's / Authorized Agent</b>		<b>Date:</b>