



RIDGEVIEW PARK, LLC
dba DORE WATER DEPOT
1801 Tiburon Blvd, Suite 800
Tiburon, CA 94920

CUSTOMER AGREEMENT AND APPLICATION

Customer agrees that all transactions and extensions of credit by RIDGEVIEW PARK LLC (hereby known as Dore Water Depot) to Customer are subject to the DORE WATER DEPOT TERMS AND CONDITIONS AND CREDIT TERMS. Customer acknowledges receipt of the Terms and Conditions in effect on the date of its receipt of this Customer Agreement and Application (a copy of which is attached to this Customer Agreement and Application). Customer further agrees that DORE WATER DEPOT may amend the Terms and Conditions from time to time and Customer shall be bound by each amendment.

Terms used in this Customer Agreement and Application (this "Customer Agreement") that are defined in the Terms and Conditions shall have the meanings ascribed to them in the Terms and Conditions.

Agreed and Submitted by Customer:

Approved by DORE WATER DEPOT

By:
Name:
Title:
Date:

By:
Name:
Title:
Date:

Section I (General Information)

Customer's Principal Place of Business
Attn:
Tel.
Fax.
Email:

Customer's Billing Address
(If different from Principal Place of Business):
Attn:
Tel.
Fax.
Email:

This is the address to which invoices and billing information will be sent.

Customer represents and warrants to DORE WATER DEPOT that: (i) all information in this Customer Agreement is true, accurate and complete; and (ii) if Customer is a corporation, partnership, limited liability or other company, the execution of this Customer Agreement by the undersigned for and on behalf of Customer is authorized by all required corporate, partnership, limited liability or other company action of Customer.

Customer's Federal Employer Identification Number:

Customer's Social Security Number (if Customer is an individual):



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DORE WATER DEPOT TERMS AND CONDITIONS AND CREDIT TERMS

(As of February 28, 2014)

1. **Definitions.** When used in these DORE WATER DEPOT TERMS AND CONDITIONS AND CREDIT TERMS (as amended by DORE WATER DEPOT from time to time pursuant to Section 14 hereof, these “**Terms and Conditions**”) the following terms shall have the following meanings:

“**Customer**” means the person or individual acquiring Water at the Facility.

“**Customer Notice Address**” means the address identified in the Customer Agreement as the address to which all written notices from DORE WATER DEPOT required or permitted by these Terms and Conditions shall be sent or such other address as is later identified by written notice from Customer to DORE WATER DEPOT as the new Customer Notice Address.

“**Facility**” means the facility located at 16048 35th Street NW within McKenzie County, North Dakota or such other location as designated by DORE WATER DEPOT.

“**DORE WATER DEPOT**” means RIDGEVIEW PARK, LLC, a limited liability company registered to do business in North Dakota.

“**DORE WATER DEPOT Notice Address**” means DORE WATER DEPOT, c/o RIDGEVIEW PARK, LLC, Attn: Cynthia L. Wilson, 1801 Tiburon Blvd, Suite 800, Tiburon, CA 94920, or such other address as may be identified to Customer in writing by DORE WATER DEPOT as the address to which all correspondence and notices to DORE WATER DEPOT regarding the disposal of waste by customer at the Facility shall be sent.

“**Credit Limit**” means, at any time of determination, the amount that the Account Balance may not exceed at such time, as established from time to time by DORE WATER DEPOT in its discretion.

“**Customer Agreement**” means DORE WATER DEPOT’s standard form of Customer Agreement and Application executed and delivered by Customer to DORE WATER DEPOT and accepted by DORE WATER DEPOT.

Capitalized terms not defined in these Terms and Conditions are defined according to the Customer Agreement.

2. **ACQUISITION OF FRESH WATER:** Customer agrees to acquire Water at the Facility subject to the Terms and Conditions. The acquisition of Water at the Facility and the procedures for such transfer and acquisition of Water may be directed by DORE WATER DEPOT authorized staff.

3. **Payment and Invoices.** Customer agrees to pay DORE WATER DEPOT for all acquisitions of Water. Payment shall be the applicable current per barrel rate for water, multiplied by the total number of barrels of Water acquired. Volume of Water acquired shall be determined by vehicle tank size of each Customer vehicle as determined by DORE WATER DEPOT. Rates are subject to revision by DORE WATER DEPOT. Invoices shall be rendered to Customer on a monthly basis and said invoices shall be due and payable to RIDGEVIEW PARK, LLC ten (10) days from the date of invoice. Payment shall be made at 1801 Tiburon Boulevard, Suite 800, Tiburon, CA 94920. Failure to make payments in accordance with these Terms and Conditions shall be grounds for termination of the Customer Agreement and Application. DORE WATER DEPOT reserves the right to deny Customer the right to dispose of Waste at the Facility if payment is not made within thirty (30) days or the Customer is delinquent in the payment of any disposal fees.

4. **Price.** Unless otherwise agreed to in writing by DORE WATER DEPOT, the per barrel rate for WATER shall be _____ per barrel. The per barrel rate for Water is subject to change at any time by DORE WATER DEPOT. Upon the request of Customer, DORE WATER DEPOT shall provide or make available to Customer (by providing access to the DORE WATER DEPOT website, by email, facsimile or other electronic means or otherwise) the then current and in effect per barrel rates for Water and the fee payable for access to the Facility.

5. **Water Depot Hours.** Acquisition of Water shall be made Monday through Sunday of each week between the hours of 7:00 o’clock a.m. CST and 9:00 o’clock p.m. CST. Upon prior notice, exceptions to this schedule may be made by an authorized representative of DORE WATER DEPOT.

6. **Access to the Facility.** Customer agrees to comply with all DORE WATER DEPOT rules and directions for access to and use of the Facility, such as speed limits, noise restrictions, etc.

7. **Authorized Representative.** Customer designates the individual designated in “Customer’s Notice Address” in Section I of the Customer Agreement as his duly authorized representative. Such representative may be changed only in writing signed by Customer.

8. **Payment.** All payments from Customer shall be made to **RIDGEVIEW PARK, LLC** without discount, deduction, withholding, setoff or counterclaim in United States Dollars in immediately available funds on or before the payment due date set forth in the applicable invoice. **PAYMENTS TENDERED IN FULL SETTLEMENT OR SATISFACTION OF A DISPUTED AMOUNT MUST BE SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE DORE WATER DEPOT NOTICE ADDRESS.** Partial payments of a disputed amount that purport to be in full settlement or satisfaction of that disputed amount that are not sent by Customer in strict accordance with the previous sentence but that are accepted by DORE WATER DEPOT shall not extinguish or affect the unpaid portion of the disputed amount. Water shall be sold on a cash-in-advance or cash-on-disposal basis.

9. **Credit Terms.** At the request of Customer, DORE WATER DEPOT may agree to permit disposal of Waste on account



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from time to time. All account sales and other extensions of credit by DORE WATER DEPOT to Customer shall be at DORE WATER DEPOT'S sole discretion. Customer shall pay each invoice in full by not later than thirty (15) days after the date of the invoice, with such payment to be made at the payment address and in the manner specified in such invoice. Irrespective of whether Customer has breached these Terms and Conditions, for any or no reason, DORE WATER DEPOT, in its sole discretion, from time to time may, upon written notice to Customer: (a) reduce Customer's Credit Limit; (b) change the terms of future disposals on account to Customer; or (c) terminate further water acquisition on account to Customer and require payment from Customer on a cash-in-advance or cash-on-delivery basis for all further disposals. If an invoice is not paid in full by its due date: (i) a monthly service charge equal to the lesser of 1.75% or the maximum amount allowed by law shall be due and payable by Customer to DORE WATER DEPOT on the outstanding invoiced balance each month until paid in full; (ii) DORE WATER DEPOT shall be entitled to close the Account and to declare the Account Balance and all other amounts owed by Customer to DORE WATER DEPOT immediately due and payable; (iii) DORE WATER DEPOT may pursue any guarantor of any Customer for payment of any outstanding invoiced balance of Customer; and (iv) DORE WATER DEPOT shall be entitled to pursue any other remedy permitted by law or these Terms and Conditions to obtain payment of all unpaid amounts. Customer shall reimburse DORE WATER DEPOT for all costs and expenses, including reasonable attorneys' fees and collection agency costs, incurred by DORE WATER DEPOT in collecting any amounts owed by Customer to DORE WATER DEPOT that are not paid when due. Within thirty (30) days of DORE WATER DEPOT'S request, Customer shall furnish to DORE WATER DEPOT such financial statements and additional information relating to the financial condition of Customer as DORE WATER DEPOT may request in writing from time to time. DORE WATER DEPOT is hereby authorized to make whatever credit investigation it deems appropriate to evaluate Customer's credit and financial standing, and to exchange credit experience with credit bureaus and other creditors that DORE WATER DEPOT believes Customer is or has done business with.

10. **Indemnity.** Customer shall indemnify, defend and hold DORE WATER DEPOT its parents, affiliates and subsidiaries and its and their respective shareholders, partners, members, managers, officers, directors, employees, agents and attorneys (collectively, the "**Indemnified Parties**") harmless against any and all claims, liabilities, judgments, injuries, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) which may be incurred by, asserted against, or imposed on any Indemnified Party, whether direct or indirect and regardless of whether caused by, or within the control of, Customer or any other person or entity, arising from, by virtue of or in connection with: (i) any material misrepresentation or omission by Customer in the Customer Agreement or any other application, communication or agreement submitted to or with DORE WATER DEPOT; or (ii) any other breach by Customer of these Terms and Conditions. Customer shall not be obligated to indemnify the Indemnified Parties against any claim, liability, judgment, injury, loss, damage, cost or expense identified above to the extent such claim, liability, judgment, injury, loss, damage, cost or expense is determined by a court of competent jurisdiction to have been solely caused by the gross negligence on intentional misconduct of DORE WATER DEPOT.

11. **Amendments.** From time to time DORE WATER DEPOT in its discretion may amend these Terms and Conditions. Amendments to these Terms and Conditions shall apply to all disposals at the Facility by and extensions of credit to Customer occurring on and after the date that it thirty (30) days after DORE WATER DEPOT gives written notice to Customer of such amendments.

12. **Choice of Law/Waiver of Jury Trial.** The laws of the State of North Dakota, without regard to its principles of conflicts of law, shall govern all aspects of disposal at the Facility by Customer, including, without limitation the interpretation and enforcement of these Terms and Conditions. CUSTOMER HEREBY SUBMITS TO THE PERSONAL JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN BURLEIGH COUNTY, NORTH DAKOTA FOR THE RESOLUTION OF ANY CONTROVERSY, CAUSE OF ACTION, DISPUTE OR CLAIM ARISING OUT OF, RELATING TO OR IN CONNECTION WITH DISPOSAL BY CUSTOMER AT THE FACILITY (COLLECTIVELY, "CLAIMS") AND HEREBY WAIVES THE RIGHT TO A TRIAL BY JURY REGARDING ANY CLAIMS AND ANY RIGHT TO OBJECT TO VENUE OR TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS IN ANY CLAIMS BROUGHT IN ANY STATE OR FEDERAL COURT SITTING IN BURLEIGH COUNTY, NORTH DAKOTA.

13. **Entire Agreement.** These Terms and Conditions, the Customer Agreement and any applicable Personal Guaranty contain the entire agreement with respect to the subject matter thereof; there are no other covenants, representations or warranties.

14. **Notices.** Except as otherwise provided or permitted herein, all notices and communications provided for in these Terms and Conditions shall be in writing and delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile as follows: (i) if to DORE WATER DEPOT, to the DORE WATER DEPOT Notice Address; (ii) if to Customer, to the Customer Notice Address. All notices and communications sent by hand or overnight courier service or mailed by certified or registered mail shall be deemed to have been given when received. All notices and communications sent by facsimile shall be deemed to have been given when sent.

15. **Miscellaneous.** These Terms and Conditions shall be binding on and inure to the benefit of DORE WATER DEPOT and Customer and their respective successors and assigns. Customer may not assign its rights under these Terms and Conditions without the consent of DORE WATER DEPOT. Failure to insist upon strict compliance shall not be deemed a waiver of any of these Terms and Conditions, and no waiver or relinquishment of any right or power at any one or more times shall be deemed a waiver or relinquishment of such right or power at any other time. If any one or more of these Terms and Conditions shall be invalid or unenforceable in any respect, the validity or enforceability of the remainder of these Terms and Conditions shall not in any way be affected or impaired. Section headings in these Terms and Conditions are for convenience only and shall not limit or change the subject matter of these Terms and Conditions.



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<hr/> <p>Signature</p> <hr/> <p>Printed Name</p> <hr/> <p>SSN / FEIN #</p> <hr/> <p>Date</p>	<hr/> <p>Signature</p> <hr/> <p>Printed Name</p> <hr/> <p>SSN / FEIN #</p> <hr/> <p>Date</p>
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