



EQUIPMENT INC.

CMC MOTOR CONTROLS
IRRIGATION PUMP SALES & SERVICE
P. O. BOX 2816

RECEIVED

JAN 02 2008

208-522-1356

IDAHO FALLS, IDAHO 83401

Department of Water Resources
Eastern Region

— WELL TEST CONTRACT —

Seller **B & W EQUIPMENT, INC.**, an Idaho corporation, P. O. Box 2816, Idaho Falls, Idaho, hereby sells, and

Buyer S & H Irrigation Association
Dubois, Idaho

hereby buys and accepts, subject to the terms and conditions herein provided, the services described as follows:

Furnish and install 260 feet of test pump designed to deliver approximately 4000 gallons per minute from a 260 foot pumping level. Conduct a Four hour well test. Remove test pump. Provide test reports.

The price for this service is Two Thousand dollars (\$ 2,000.00)

All test time over Four hours will be additional Sixty Five dollars (\$ 65.00) per hour.

No deduction in price will be considered if well will not produce designed capacity or if test is conducted for less than Four hours due to well conditions.

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS CONTAINED BELOW TERMS AND CONDITIONS

- TERMS OF SALE:** In consideration for such service, the Buyer shall pay to the Seller the price, as set forth above, as follows:
20% down, balance upon completion
- INTEREST:** Interest at the rate of 18 % per annum will be paid on past due accounts.
- LOCATION OF TEST:** The test shall be performed at the following designated location: Medicine Lodge
- LOSS OF EQUIPMENT:** In the event of loss or damage of test equipment due to well conditions, the reasonable value thereof shall be paid by the Buyer.
- WELL:** Seller makes no guarantees as to condition or probable production of Buyer's well. Seller shall not be responsible for any damage to the well or well casing.
- LEGAL FEES:** In the event it becomes necessary for Seller to place this contract in the hands of an attorney, Buyer agrees to pay a reasonable attorney's fee.
- INTERRUPTIONS:** In the event of temporary interruptions in the test, Seller shall not be obligated to restart test, but only to provide a total running time as outlined above.
- REMEDIES:** Buyer and Seller shall have all the remedies afforded each by the enactment of the Uniform Commercial Code in the State of Idaho.
- INTERPRETATION:** This Contract is intended by the parties as a final and integrated expression of their contract, and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code as enacted in the State of Idaho is used in this Contract, the definition contained in the Code is to contract.
- AUTHORITY OF SELLER'S AGENTS:** No agent, employee or representative of the Seller has any authority to bind the Seller to any affirmation, representation, or warranty concerning the equipment sold under this Contract, and unless an affirmation, representation or warranty concerning the equipment sold under this Contract, and unless an affirmation, representation or warranty made by an agent, employee, or representative is specifically included within this Contract, it has not formed a part of the basis of this bargain and shall not in any way be enforceable.
- MODIFICATIONS:** This Contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents or representatives.
- WAIVER:** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- ASSIGNMENTS:** No right or interest in this contract shall be assigned by Buyer without the written permission of the Seller, and no delegation of any obligation owed, or of the performance of any obligation, by buyer shall be made without the written permission of the Seller. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- GOVERNING LAW:** This Contract shall be governed by the enactment of the Uniform Commercial Code in the State of Idaho.
- ADDITIONAL DOCUMENTS:** The parties hereto covenant and agree to execute any and all documents or instruments and to do and perform any and all acts which are necessary or appropriate in order to effectuate the purposes of this Contract.

IN WITNESS WHEREOF the parties hereto have executed this Contract this 5th day of January, 19 78

NOTICE TO THE BUYER: (1) Do not sign this Contract before you read it or if it contains any blank space.

(2) You are entitled to a completely filled-in copy of this Contract.

B & W EQUIPMENT, INC.

By Ralph J. Smith
SELLER

By S & H Irrigation Assoc.
Dean Skontard (president)
BUYER
TITLE



208-522-1356
P. O. BOX 2816
IDAHO FALLS, IDAHO 83401

STAGES	FL.	LAB.	HD.	FT.
4	x 684	2736		
$\frac{3980}{\text{GPM}} \times 274$ $\frac{3980}{\text{GPM}} \times 31$				

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TOTAL HP _____

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Note: This proposal may be withdrawn by us if not accepted within 30 days

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance:

Signature

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