



Dear Patriot Water Treatment Customer,

Thank you for considering Patriot Water Treatment (PWT) for your wastewater and solids treatment and disposal needs. This letter is to inform you of a few PWT policies and procedures designed to ensure a safe and efficient visit to our facility.

- ❖ All customers need to complete the new client information packet. This packet includes sending PWT a copy of your insurance liability, contact information, billing information and our disposal agreement including the terms and conditions.
- ❖ All shipments to PWT must include a waste generator data sheet/manifest. All waste generator data sheet/manifest need to have information clearly and accurately recorded including, but not limited to: description of the fluid/solid to be treated and disposed of, well name, permit number and location, generator name and address, transporter name and address, driver name, quantity to be treated and disposed of and all other pertinent information required.
- ❖ All safety guidelines must be followed upon entering PWT, including the use of safety glasses, harnesses, smoking in designated areas only, etc.

Our terms are Net 30 unless otherwise negotiated. All requests for non-standard terms should be directed to Jeff Faloba (330) 853-2393 or (330) 399-1151. All accounts receivable and invoicing questions should be directed to Liz Eshenbaugh (330) 222-1274.

Please return all information to the following address:

Patriot Water Treatment, LLC  
7716 Depot Rd Unit 1  
Lisbon OH 44432  
Phone (330) 222-1274  
Fax (330) 222-1500  
[Elizabeth@patriotwatertreatment.com](mailto:Elizabeth@patriotwatertreatment.com)

Thank you for your cooperation. We look forward to efficiently serving you and partnering to minimize your treatment and disposal costs. We are the true recycler of water from the oil and gas industry.



**DISPOSAL SERVICES AGREEMENT**

Patriot Water Treatment, LLC ("Patriot"), 7716 Depot Rd., Unit 1, Lisbon, OH 44432, agrees to provide water disposal services to:

\_\_\_\_\_ ("Customer"),  
in consideration for and in accordance with the following Price List and Terms and Conditions:

**Price List:  
(per gallon)**

<b>Item</b>	<b>Price</b>
Industrial Waters	Based on Processing Required
Oil & Gas Waters	0.15
Light Solids / Mud	0.30
Medium Solids / Mud	0.40
Heavy Solids/ Mud	0.50
Ex Heavy Solids / Mud	0.60
Cement Solids / Oil Based Mud	0.65

Prices effective July 4, 2012

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9938'F gr qv'Tf. "Wpk/3"  
Nudqp'QJ "66654"  
Rj qpg"552+444/3496"  
Hz"552+444/3722"



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Name \_\_\_\_\_

UIC # \_\_\_\_\_

Address \_\_\_\_\_

Billing  
Address  
(If different) \_\_\_\_\_

Contacts &  
Phone

Numbers	A/R	_____
	Scheduling	_____
	Fax	_____
	Drivers/Delivery	_____
		_____

Email \_\_\_\_\_

After Hours  
Contact \_\_\_\_\_  
\_\_\_\_\_

Please provide a copy of your insurance liability

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**THIS AGREEMENT** is made by and between

**Patriot Water Treatment, LLC**, of 7716 Depot Rd., Unit 1, Lisbon, OH 44432  
("Patriot"), and

\_\_\_\_\_ of \_\_\_\_\_, ("Customer").

In consideration of the mutual promises, covenants, and agreements expressed in this instrument, the parties agree as follows:

1. **Services:** Patriot agrees to provide water disposal services to Customer at the prices contained in the Price List attached hereto as Exhibit "A" and incorporated herein by reference.
2. **Payment:** Patriot will invoice Customer for its charges for water disposal services rendered. Payment in full is due from Customer within 30 days of the date of each invoice. Interest at the rate of 1.5% per month will accrue on any amount unpaid after 45 days from the date it was invoiced until it is paid in full. Customer will be required to pay any expenses incurred by Patriot to collect any past due payments, including reasonable attorney's fees.
3. **Delivery:** Customer shall be solely responsible for delivery of the water for disposal to Patriot's facility at Warren, Ohio. Upon delivery, Customer shall provide Patriot with a true, accurate and complete Waste Generator Data Sheet/Manifest.
4. **Indemnification:** Customer agrees to indemnify, defend and hold harmless Patriot against any and all claims, damages, suits, judgments, penalties, fines and claims of any nature, including injury or death to person and/or loss or damage to property, arising out of or in any way related to delivery of water to Patriot's facility.
5. **Acceptance:** Patriot, in its sole discretion, and without any liability or obligation to Customer, may refuse to accept any deliveries of water from Customer. If delivery is refused, Customer shall be solely responsible for the safe storage and transportation of the water elsewhere. Upon acceptance at Patriot's facility, the water for disposal shall become exclusively the property of Patriot and nothing herein shall be construed to thereafter give Customer any property rights therein.
6. **Termination:** Either party may terminate this Agreement by giving written notice to the other party, provided that such termination shall not affect any obligations incurred for services provided prior to such termination.
7. **No Assignment:** Customer shall not sell, assign, transfer, convey, or encumber this Agreement or any right arising under it.
8. **No Warranties:** The Parties mutually agree that no implied warranties, covenants, agreements or obligations shall be read into this Agreement nor imposed on any of the parties hereto.
9. **Construction:** This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.
10. **Venue:** Any lawsuits arising from or in any way related to this Agreement, whether for enforcement, declaration of rights, and/or damages, shall be brought, litigated, and decided only in the courts in Columbiana County, Ohio, which shall be deemed to be proper venue and to have exclusive jurisdiction.



- 11. **Entire Agreement:** This Agreement supersedes any prior written or oral agreements between the parties regarding the subject matter of the agreement, and contains all covenants and agreements between the parties with respect to that subject matter. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or written, have been made by any party, or anyone acting on behalf of any party, other than those embodied in this agreement, and that no other agreement, statement, or promise not contained in this agreement will be valid or binding.
- 12. **Amendment:** Any amendment to this Agreement shall be only by a writing signed by both parties.
- 13. **Severability:** If any provision of this agreement is held by a court of competent jurisdiction to be invalid or becomes unenforceable for any reason, the remaining provisions will remain in full force and effect as if this agreement had been executed without the invalid provision.
- 14. **Captions:** Captions of the paragraphs of this agreement are for convenience and reference only and the words contained must not be held to modify, amplify, or aid in the interpretation of the provisions of this agreement.
- 15. **Successor and Assigns:** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns, heirs, legatees, and personal representatives.
- 16. **Copies of Agreement:** A photocopy of this Agreement in executed form shall have the same authority as the signed original and may be used in its stead.

IN WITNESS WHEREOF, the foregoing Agreement was executed on this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_, Ohio.

Customer:	Patriot Water Treatment, LLC
_____	By: _____
Customer's Printed Name	Its _____
_____	Title
Signature	_____
_____	Date
Date	_____

2840 SFERRA AVE  
 WARREN OH 44484  
 (330) 399-1151 PHONE  
 (330) 399-1242 FAX



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<b>Internal Use Only:</b>	
Profile #:	_____
Account #:	_____
<input type="radio"/> Approved	<input type="radio"/> Non-Approved

**Profile Information**

US EPA ID#: \_\_\_\_\_ State ID#: \_\_\_\_\_ TCEQ ID#(TX-Only): \_\_\_\_\_  Analytical Attached  MSDS Attached

**Generator Information**

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_

**Billing Information**

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_

**Waste Questionnaire (Check all that apply)**

<b>Non-hazardous Waste</b>			<b>Yes</b>	<b>No</b>	<b>Unknw</b>	<b>Virgin Product (must include MSDS)</b>	<b>Yes</b>	<b>No</b>	<b>Unknw</b>
1) Is the waste hazardous by:	Ignitability? (40 CFR Part 261.21).....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		1) Has this product been mixed with a hazardous waste?.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	Corrosivity? (40 CFR Part 261.21).....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		<b>Off-Spec Product (must include MSDS)</b>			
	Reactivity? (40 CFR Part 261.21).....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		1) Has this product been mixed with a hazardous waste?.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	Toxicity? (40 CFR Part 261.21).....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		<b>Petroleum Contact Water (PCW)/Leaking Underground Storage Tank (Lust) Water..</b>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2) Does the waste contain:	Herbicides, pesticides, insecticides?.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		<b>Conditional Exempt Small Quantity Generator (CESQG).....</b>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	Dioxins?.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>					
	Radioactive substances?.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>					
	Domestic Wastes?.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>					
	Biohazardous materials?.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>					
3) Is this a hazardous waste (F, K, U, or P listed) as defined by 40 CFR 261 Subpart D? If yes to the above, identify the listing.		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>					
4) Is the waste derived from outside an underground storage tank (UST)?.....		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>					
5) If waste is derived from fuel, is the fuel leaded?.....		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>					
<b>Used Oil (as defined by CFR 279.1)</b>									
1) Has this used oil been mixed with hazardous waste?.....		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>					
2) Does this used oil contain chlorinated paraffins? If yes, attach MSDS.....		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>					
3) Does this used oil contain TSCA (40 CFR 761) regulated levels of PCB?..... If yes, list PCB level:		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>					
4) Does this used oil contain greater(>) than 1,000 mg/L Total Organic Halogens (TOX)? * If yes, rebuttal per 40 CFR 279.10(b)(1)(ii) must be included.		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>					
5) Is this used oil soluble in water?.....		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>					

**Waste Stream Composition (Total Must Equal 100%)**

Major Components (Water, Oil, Solid, etc.)	Concentration Range		
	Average	Minimum	Maximum

**Waste Description**

Common Name of Waste: \_\_\_\_\_

Process Generating Waste: \_\_\_\_\_

Other Process Information: \_\_\_\_\_

Unused Product or Chemical.....

Waste by-product from process.....

Spill Clean Up.....

Planned Site Remediation.....

Representative Sample Provided.....

Physical State	Layers	ph	Flash Point	Specific Gravity
<input type="radio"/> 100% Solid Without Free Liquid	<input type="radio"/> Single Phase	<input type="radio"/> <2 <input type="radio"/> 8-12.5	<input type="radio"/> <73 F <input type="radio"/> 141-200 F	Range: _____ To: _____
<input type="radio"/> 100% Liquid With No Solids	<input type="radio"/> Bi-Layered	<input type="radio"/> 2-6 <input type="radio"/> >12.5	<input type="radio"/> 73-100 F <input type="radio"/> >200 F	<b>Color</b>
<input type="radio"/> Liquid/Solid Mixture	<input type="radio"/> Multi Layered	<input type="radio"/> 6-8 <input type="radio"/> N/A	<input type="radio"/> 101-140 F <input type="radio"/> N/A	Describe _____
_____ % Free Liquid	<b>Odor</b>		<b>Viscosity</b>	<b>TX-Only Classification</b>
_____ % Settled Solids	<input type="radio"/> None <input type="radio"/> Mild <input type="radio"/> Strong		<input type="radio"/> Low <input type="radio"/> Medium <input type="radio"/> High	<input type="radio"/> Class I <input type="radio"/> Class II <input type="radio"/> Other: _____
_____ % Total Suspended Solids	Describe: _____			

**Transportation Information**

Method of Shipment:  Bulk Liquid  Bulk Sludge  Bulk Solid  Drum/Box  Other: \_\_\_\_\_  
 Shipment Frequency:  One Time  Weekly  Monthly  Quarterly  Annually  Other: \_\_\_\_\_  
 Anticipated Volume: \_\_\_\_\_

**Generator Certification**

By signing this profile sheet, the generator (or representative) certifies that all information submitted on this profile and attached documents is correct to the best of my knowledge. In addition, I certify the following: 1) This waste does not contain regulated quantities of PCB's (polychlorinated Biphenyls). 2) This waste is not hazardous by reference to local and state law or by reference to US EPA rules 40 CFR Part 261 Subpart C. 3) This profile sheet and its attachments contain true and accurate descriptions of the waste material. 4) All relevant information regarding known or suspected hazards in the possession of the generator have been disclosed. 5) The generator will promptly notify PWT of any material change in the composition of the waste which could result in the waste otherwise being characterized as hazardous pursuant to US EPA rules. 6) The generator will not deliver or arrange for delivery waste material to PWT that does not conform to the description in the profile ("Non-conforming Waste"). 7) A representative sample initiates a chain of custody. 8)Generator agrees to be responsible for, indemnify and hold PWT harmless from any damages, expenses, fines or penalties resulting from Generator delivering Non-conforming Waste

Generator Authorization Signature \_\_\_\_\_ Date \_\_\_\_\_ Print Name and Title \_\_\_\_\_ Rev: 08/01/11