

SHARED WELL AGREEMENT

Location: _____ Effective Date: _____

Parties:

Owner 1 - Full Name: _____

Owner 1 - Address: _____

Owner 1 - Phone/Email: _____

Owner 2 - Full Name: _____

Owner 2 - Address: _____

Owner 2 - Phone/Email: _____

Well Information:

Well Location and Description: _____

Well Depth: _____ feet

Water Source: _____

Purpose of Agreement:

The Owners agree to share the use, maintenance, costs, and responsibilities of the well described above, subject to the terms and conditions of this agreement.

1. Ownership and Use Rights

Each Owner shall have an undivided interest in the shared well. Both Owners have the right to reasonable use of the water from the well, subject to limitations necessary to preserve the well and water supply.

2. Maintenance and Repairs

Owners agree to share equally all reasonable costs and labor required to maintain, repair, or replace the well, pump, and related equipment. Any emergency repairs may be undertaken by either Owner but must be promptly communicated to the other.

3. Water Quality and Quantity

Owners acknowledge that water quantity and quality may vary. Both parties agree to cooperate in testing and addressing any water quality issues or shortages.

4. Access and Entry

Each Owner shall have reasonable access to the well site for maintenance, inspection, or water withdrawal, provided prior notice is given when practicable.

5. Payment and Cost Sharing

Costs including electricity, water testing, permits, and maintenance shall be shared equally unless otherwise agreed in writing. Payment shall be made within thirty (30) days of receiving notice or invoice.

6. Liability and Indemnification

Each Owner shall indemnify and hold harmless the other from any claims, damages, or liability arising from their use, maintenance, or negligent acts related to the well.

7. Dispute Resolution

In the event of a dispute relating to this Agreement, the parties agree to negotiate in good faith. If unresolved, disputes shall be submitted to mediation or arbitration in accordance with applicable law.

8. Term and Termination

This Agreement shall remain in effect until terminated by mutual written consent. Any Owner may withdraw upon providing at least ninety (90) days written notice and cooperating in any transfer or termination of shared interests.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to conflict of law principles.

10. Entire Agreement

This Agreement constitutes the entire understanding between the Owners concerning the shared well and supersedes all prior agreements, oral or written.

11. Amendment

This Agreement may only be amended by a written document signed by both Owners.

12. Notices

All notices shall be in writing and delivered personally, by certified mail, overnight courier, or electronic means confirming transmission, to the addresses provided herein or updated addresses provided in writing.

13. Severability

If any provision of this Agreement is found unenforceable or invalid, the remainder shall remain in full force and effect.

14. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which constitute one and the same instrument.

15. Signatures

The Owners have executed this Agreement as of the Effective Date indicated above.

OWNER 1 SIGNATURE

OWNER 2 SIGNATURE

Signature: _____

Signature: _____

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