

# Shared Well Agreement

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This **Shared Well Agreement** ("**Agreement**") is made effective as of \_\_\_\_\_ ("**Effective Date**"), by and between the parties below:

**Well Owner**

**User**

The Well Owner and the User may be referred to individually as a "**Party**" and collectively as the "**Parties**."

**WHEREAS**, the Well Owner owns the property located at

\_\_\_\_\_, on which a water well and related pumping equipment are installed;

**WHEREAS**, the User owns or occupies the neighboring property located at

\_\_\_\_\_;

**WHEREAS**, the Parties wish to establish terms under which the User may share access to water produced by the well located on the Well Owner's property;

**WHEREAS**, the Parties intend this Agreement to define their respective rights, obligations, and responsibilities concerning the shared use, operation, and maintenance of the well.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement and other valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows.

## 1. Grant of Shared Well Use

The Well Owner grants the User the right to access and use water produced by the well located at \_\_\_\_\_ for the purpose of supplying water to the User's property.

The User's access to the well and its water supply is limited to the terms described in this Agreement. No ownership interest in the well, land, or equipment is transferred to the User under this Agreement.

## 2. Permitted Use

Water supplied through the shared well shall be used solely for lawful purposes associated with the User's property, including residential, agricultural, or other approved uses as permitted by applicable regulations.

The User shall not:

- Use the well for commercial resale of water without the prior written consent of the Well Owner.
- Connect additional properties or structures to the well system without written approval from the Well Owner.
- Use the well in a manner that could impair its operation, capacity, or water quality.

## 3. Installation and Connection

The User shall be responsible for installing and maintaining all pipes, pumps, meters, pressure tanks, or other equipment necessary to connect the User's property to the well system unless otherwise agreed in writing.

All installations must:

- Meet applicable building, plumbing, and environmental standards.
- Be performed by qualified professionals where required.
- Avoid interference with the operation of the well or equipment owned by the Well Owner.

The Well Owner retains control over the well structure, pump, and primary well equipment.

## 3. Installation and Connection

The Parties agree to share responsibility for maintaining the well and associated equipment to ensure safe and reliable operation.

Unless otherwise agreed, maintenance responsibilities shall be allocated as follows:

<b>Responsibility</b>	<b>Responsible Party</b>
Well structure and casing	
Pump and primary pumping equipment	
Electrical supply to pump	
Individual service lines to each property	

Routine maintenance and necessary repairs affecting the shared well equipment shall be coordinated between the Parties.

If urgent repairs are required to prevent system failure, either Party may arrange necessary work and promptly notify the other Party.

## 5. Cost Allocation

The Parties agree that certain costs related to the operation and maintenance of the shared well shall be shared as follows:

<b>Expense Type</b>	<b>Allocation</b>
Pump repair or replacement	
Well testing and water quality monitoring	
Electricity used to operate the pump	
Routine inspection and servicing	

Payment for shared expenses shall be made within \_\_\_\_\_ days after a written request for reimbursement is provided with supporting documentation.

## 6. Water Quality and Testing

The Parties acknowledge the importance of maintaining safe water quality.

The well water may be tested periodically for safety and regulatory compliance. The cost of required testing shall be shared as described in the Cost Allocation clause.

If testing identifies contamination or safety concerns, the Parties shall cooperate in addressing the issue promptly.

## 7. Access to Well Site

The Well Owner shall allow reasonable access to the well location when necessary for inspection, maintenance, repair, or testing.

Access shall occur at reasonable times and in a manner that minimizes disruption to the Well Owner's property.

## 8. Protection of Well System

Each Party agrees to take reasonable steps to protect the well system from damage, contamination, or misuse.

The Parties shall not:

- Dispose of chemicals, waste, or contaminants near the well.
- Modify shared equipment without mutual consent.
- Engage in activities that could threaten groundwater quality.

## 9. Liability and Damage

Each Party is responsible for any damage caused by their actions, negligence, or unauthorized modifications to the well system or related infrastructure.

If damage occurs due to one Party's actions, that Party shall bear the reasonable costs of repair or replacement.

## 10. Term

This Agreement begins on the Effective Date and continues until terminated according to the Termination clause.

The Parties intend the shared use arrangement to remain in place as long as the well continues to provide a viable water supply and both properties require access to it.

## 11. Termination

Either Party may terminate this Agreement by providing [Number] days written notice to the other Party.

This Agreement may also be terminated immediately if:

- The well becomes unusable or unsafe.
- A Party materially violates the obligations described in this Agreement and fails to correct the issue within a reasonable time after receiving written notice.

Upon termination:

- The User shall disconnect their water system from the well.
- Any unpaid shared expenses must be settled promptly.

Termination of this Agreement does not relieve either Party of obligations that arose before termination.

## 12. Transfer of Property

If either Party sells or transfers ownership of their property, they agree to notify the other Party in writing before the transfer occurs.

The Parties may require the new property owner to assume the obligations of this Agreement in writing in order for shared well use to continue.

## 13. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of \_\_\_\_\_, without regard to conflict of law principles.

## 14. Entire Agreement

This Agreement represents the entire understanding between the Parties regarding the shared use of the well and replaces any previous oral or written arrangements on the same subject.

Any amendment to this Agreement must be made in writing and signed by both Parties.

By signing below, the Parties confirm that they have read and understood this Agreement and agree to its terms.

**Well Owner**

**Name**

**Date**

**Signature**

\_\_\_\_\_

**User**

**Name**

**Date**

**Signature**

\_\_\_\_\_



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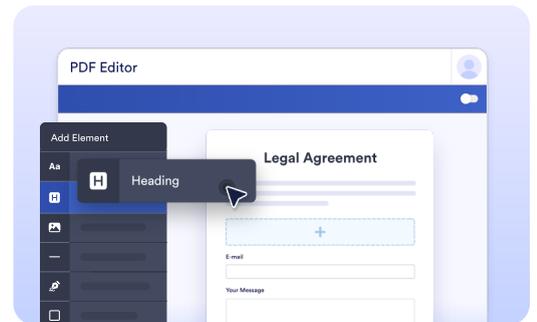
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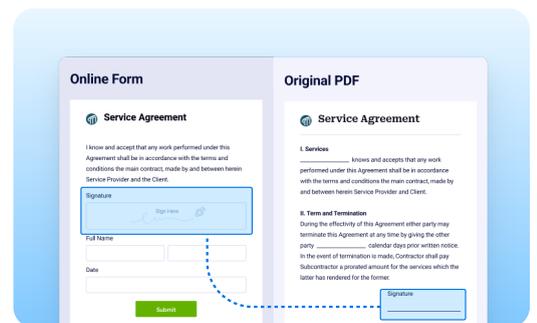
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