

## **Suggestions for an Issues to Consider Placing in a Surface use agreements or Mineral Lease Agreements for Oil and Gas Development on your property**

Company/Crew/All Personnel, Subcontractors, Assignees, etc., Stipulations to be observed at all times prior to or while on land or leases:

1. Damage/access fee will be paid in advance in full, for proposed entry or activity of any kind on land or leases.
2. Your company is responsible for **PRIOR NOTIFICATION AND RECEIPT BY** (your name) of any and all crew and equipment arrival, location of activity, how many people, vehicles and ATV's etc. to be expected for each phase of operations.
3. Current updated maps with proposed route information must be provided **BEFORE ANY ACCESS** to (name your property) can be granted
4. **ANY and ALL** travel restricted to **SPECIFIC** designated roads, areas or pipeline/transmission line rights of ways **ONLY**. **ABSOLUTELY NO NAUTHORIZED** off road/off right of way travel. Reasonable exceptions shall be made in the case of any emergency. Company shall provide and install appropriate signage when requested by (your name).
5. 25 MPH Speed limit will be strictly observed by all vehicles. School bus/ranch vehicles/livestock have the right of way at all times. Violators will be removed immediately and not allowed on (your name) land or leases for any reason, without our written permission to re-enter. Any violator removed under this clause, or for any other reason, hereby waives any and all civil actions created by said removal.
6. **ABSOLUTELY NO FIREARMS**, drugs, alcohol, (smoking out of vehicles), dogs, pets, archery equipment, etc. will be allowed at any time.
7. Company vehicles are to be marked and identifiable at all times. Crews/Personnel are to wear orange during hunting season or illuminated vests/caps/carry company identification and/or company authorization at all times.
8. **ALL GATES** opened must be **RECLOSED** securely, \$750 per gate, plus damages will be charged for any gates left open or not closed securely.
9. **ALL TRASH** must be picked up and taken off ranch; \$100 per hour will be charged your Company for "ranch" pickup of your company's trash.
10. Each company is directly responsible for crew conduct and crew damage.
11. Except in case of emergency your company or crew will not enter (name land) land or leases during calving or lambing or during hunting seasons without written permission and additional compensation. Company/Operator will pay for any expense or losses incurred by such entry.

12. Your company is responsible for providing a signed copy of this agreement to all surveyors, contractors, subcontractors, personnel and affected parties etc., prior to any entry or access on (your name) land or leases.
13. \$2,500 unauthorized entry fee, plus damages will be charged for any unauthorized entry on (your name) land or private leases in which (company name) is the Lessee.
14. The above paid fees are for payment for "limited access" only and do not include damages to land, livestock, wildlife, buildings, improvements of any type, fences, etc. or injury to persons or any other type of property. Livestock gathering, sorting or relocation due to your company's personnel, crews, subcontractors, assignees, etc., will cost your company \$100.00 per hour, per person, that we have to use for such work. Your company shall defend, indemnify and hold harmless (your name) from any damage, injury, claim, judgment or other liability caused by your employees, agents, representatives, contractors or assigns.
15. No entry allowed under wet and muddy conditions without prior arrangement/written permission and compensation for pasture/road damage.
16. Your company is responsible for providing portable indoor toilet facilities at various points upon the property for use of your employees and agents. Any person, either employed by or affiliated with, your company that relieves themselves on the ranch and outside of your indoor toilet facilities will cost your company one thousand (\$1,000) per incident.
17. No employee, agent or subcontractor shall remove any items from (your name) property, including but not limited to antiques, paleontological specimens, artifacts or animal remnants. In the event this occurs, your company shall be liable for a \$1,000 for each and every item removed, along with the duty to immediately return any such items.
18. Failure to comply with any of the above will result in immediate removal of such person(s), crew(s) from (your name) property.
19. Specific Location/legal description of project(s), leases, R.O.W.'s etc.:

Date: \_\_\_\_\_

Signed:

Signed:

\_\_\_\_\_

\_\_\_\_\_

(Company)

BY: \_\_\_\_\_

(Authorized Agent)