

KEEP OUT!

Biological Security

Enforced

All Entry Denied

Without Written Authority From Owner

Minimum \$15,000 Penalty for Violation

For Conditional Access Phone: _____.

**BIOLOGICAL SECURITY AGREEMENT
For Oil and Gas Surveying**

Effective this _____ day of _____, 200_____

Between _____ (Landowner)

and

_____ (Agent or Surveyor)

WHEREAS:

_____, as a representative of
(Name of individual legally representing a registered legal survey company)

_____, have been commissioned to do
(Registered name of legal survey company)

a survey for the purpose of acquiring a surface lease or right-of-way on the property known as

_____ by, _____
(Legal land description) (Registered name of the energy

_____ company that has commissioned survey). In understanding the following discussions

recognize the need of the Landowner to maintain the biological integrity of this property. Therefore, I on behalf of the Surveyor agree to the following conditions before any further discussion can proceed:

NOW THEREFORE this Agreement witnesses that in exchange for the premises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. For the purpose of this agreement, _____, including joint and several agents, contractors, subcontractors, consultants, employees and personnel, shall be referred to as the Surveyor and the landowner or landowners and those individuals and/or companies acting on their behalf, shall be known as the Landowner.
2. The Surveyor shall not enter the demised property using any vehicle or motorized equipment or any part thereof.
3. All tools and equipment must:
 - a. be thoroughly cleaned,
 - b. sterilized,
 - c. sealed in a protective cover,
 - d. certified as by an independent third party as having been so treated

BIOLOGICAL SECURITY AGREEMENT

For Oil and Gas Surveying

e. and must remain in the protective cover until removed from the Surveyor's vehicle adjacent to the demised premises.

4. Footwear and gloves are to be treated as tools and equipment and are therefore, subject to condition **3.a, b, c, d and e.**
5. Full coveralls are to be worn by all of the Surveyor's personnel at all times while they are on the demised premises. These coveralls must be certified as having been thoroughly laundered or dry cleaned and sealed in a protective covering by a third party. This clothing is to remain sealed until after it has been removed from the vehicle.
6. All supplies to be used on or near the demised premises by the Surveyor are to be clean, new, treated with biocide, arrive on site sealed in a protective covering and that these things are true must be certified by a third party. Supplies include stakes, pins, ribbon, and markers and do not exclude any items not mentioned.
7. The protective coverings on items must not be allowed to come in contact with vegetation or organic soil as it is unloaded from the vehicle. It is suggested that the Surveyor use a new heavy plastic ground sheet to aid in this. The covering because it travelled in a non-sterile vehicle is to be treated as contaminated and disposed of as such.
8. Should any item including tools, equipment, supplies, footwear, gloves and coveralls come in contact with the vehicle after it has been unwrapped it is regarded as contaminated, and therefore, must not enter the demised premises.
9. The Surveyor must enter and exit the demised premises at the same point along the road allowance. Should any of the Surveyors personnel exit the demised premises other than onto the same road allowance, that individual must not re-enter the demised premises. Nor, shall the Surveyor enter the demised premises after exiting onto any other lands other than the road allowance from which the Surveyor entered. Any individual who does so is to be regarded as contaminated.
10. The Surveyor must not discharge any bodily fluids or waste onto the demised premises. Nor shall any of the Surveyor's personnel remove anything from or reach into their clothing beneath their coveralls while on the demised premises.
11. The Surveyor shall give the Landowner a minimum of 48 (Forty Eight) hours notice before entering the demised premises. The Surveyor shall exhaust every means possible to contact the Landowner prior to entry.
12. Failure by the Surveyor to abide by any of the conditions 1 through 11 carries with it a penalty of Fifteen Thousand (\$15,000.00) Dollars per incident to be paid to the Landowner.
13. The Landowner reserves the right to supervise the survey and should any actions take place that may result in contamination or violate any conditions in this agreement, the landowner also reserves the right to call an end to the survey and the Surveyor must comply. Should the Surveyor refuse to comply, a penalty of a minimum of Twenty-Five Thousand (\$25,000.00) Dollars is to be paid to the Landowner.
14. Payment of penalties does not free the Surveyor from responsibility for damages. In the case of contamination; damages must continue to be paid to the Landowner by the Surveyor for at least 4 years after the contamination has been deemed eradicated by an independent third party.
15. The Surveyor shall bare all of the Landowners costs and expenses associated with damages or contamination of the demised premises. These expenses shall include all of the following:
 - i. Lawyers fees
 - ii. Court costs

**BIOLOGICAL SECURITY AGREEMENT
For Oil and Gas Surveying**

- iii. Secretarial services
- iv. Consultants fees
- v. Postage
- vi. Long distance telephone charges
- vii. Cell phone air time
- viii. Stationary
- ix. The Landowner's mileage at \$1.00/kilometre (One Dollar per Kilometre)
- x. The Landowner's time at \$100.00/hour (One Hundred Dollars per Hour)
- xi. And all other related expenses

16. The Surveyor shall pay all penalties, fees, costs, expenses, time, mileage, and other costs within Thirty (30) days of invoicing. An interest rate of Three (3%) percent per month (36% per year) will be levied against any amount outstanding.

(Surveyor's company name)

Per _____

print name

Landowner

Signature

print name

witness

Place Corporate Seal Above This Line