

# Surface Facility Contract Discussion Agreement

by GRN

Effective this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_

Between \_\_\_\_\_ (Landowner)

and

\_\_\_\_\_ (Agent or Company)

## WHEREAS:

\_\_\_\_\_ as a representative of  
(name of individual legally representing company)

\_\_\_\_\_, is seeking to acquire a surface facility  
(registered name of corporation)

on the property known as \_\_\_\_\_ . In undertaking  
(legal land description)

the following discussions I recognize the value of the landowner's or landowners' time and costs. Therefore on behalf of the Company agree to the following conditions before any further discussion can proceed.

Date and time of first contact: \_\_\_\_\_

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, land men, contractors, subcontractors, operators, consultants, surveyors, employees and personnel, shall be referred to as the Company (meaning potential Contractee); and the landowner or landowners and those individuals and/or companies acting on their behalf, shall be known as the Landowner.
2. **The Company shall pay:**
  - a. all legal, consulting and/or professional secretary service fees and costs incurred by the Landowner, pertaining to the negotiation of this contract regardless of whether or not a contract is completed.
  - b. all other costs incurred by the Landowner, pertaining to the negotiation of this surface facility contract. Other costs mean postage, stationery, long distance phone charges, cell phone charges, photocopying, all out of pocket expenses, etc.
  - c. for the Landowner's time in respect to matters concerning the negotiations, associated research and preparations thereof, related to this proposed surface facility shall be valued at one hundred (\$100.00) dollars per hour or one hundred and fifty (\$150.00) dollars per hour during the months of May, August, September, or October. This hourly rate shall also be applied to the Landowner's time spent in discussions with adjoining landowners, occupants, nearby residents and other affected parties regarding the proposed surface facility.

- d. for the Landowner's mileage on the Landowner's vehicles, in respect to matters concerning the negotiation of this surface facility contract shall be valued at one (\$1.00) dollar per kilometre.
3. The Company shall pay the aforementioned regardless of whether or not a contract is completed.
  4. The Company shall pay all aforementioned fees, costs, expenses, time, mileage, and other costs pertaining to this negotiation, incurred by the Landowner during the time period beginning with the first contact with the Landowner by the Company and ending when a contract is signed by both parties, witnessed, marked with the corporate seal of the Company, and a copy returned to the Landowner, or when the request is withdrawn by the Company in writing.
  5. The Company shall pay all 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.
  6. The Company shall not enter this property by vehicle or motorized machine until surface facility contract negotiations have been completed and the contract and addendum signed by both the Company and the Landowner and bears the corporate seal, and has been returned to the Landowner. Such an entry by vehicle or motorized machine, by the Company prior to this signing, sealing and returning of the surface facility contract shall be considered trespass and the Company shall pay to the Landowner a minimum fee of Two Thousand (\$2,000.00) Dollars per each vehicle or motorized machine per entry plus all damages, and Five thousand (\$5,000.00) Dollars for each subsequent entry plus damages, whether such an entry occurs before or after the signing of this agreement.
  7. The Landowner shall grant entry on foot to the Company with the signing of this agreement' providing reasonable care as defined by the Landowner is taken.
  8. The Landowner shall have final say on the location of any proposed facility.
  9. The Landowner and the Company are in agreement that should a surface facility contract result form these negotiations the Company shall seek a Consensual Board Order from the Surface Rights Board for entry to the demised premises..
  10. This document is not complete until it bears the corporate seal of the Company.

\_\_\_\_\_  
**(company name)**

**Per:** \_\_\_\_\_  
c/s

\_\_\_\_\_  
**print name.**

**Landowner**

\_\_\_\_\_

**Signature**

\_\_\_\_\_

**print name.**

\_\_\_\_\_

**witness**

**Place Corporate Seal Above Here**