

Surface Lease Discussion Agreement

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 lease
(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 Lessee); 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 surface lease regardless of whether or not a lease is completed.
 - b. all other costs incurred by the Landowner, pertaining to the negotiation of this surface lease. 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 lease 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 lease.

- d. for the Landowner's mileage on the Landowner's vehicles, in respect to matters concerning the negotiation of this surface lease shall be valued at one (\$1.00) dollar per kilometre.
- 3. The Company shall pay the aforementioned regardless of whether or not a lease 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 lease 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 lease negotiations have been completed and the surface lease and addendum signed by both the Company and the Landowner 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 lease 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 lease.
- 9. 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