

Limited License for Seismic Testing

The undersigned, _____, residing at _____ hereinafter referred to as the "Licensor", does hereby grant a limited license to conduct seismic testing to _____ a _____ corporation duly organized under the laws of the state of _____, with its principal business address at _____, and its Tax I.D. # _____ under the following terms and conditions.

The Licensee is hereby granted permission to conduct seismic and/or geophysical testing by remote methods only.

CONDITIONS OF PERMIT

1. Neither the Licensee nor his agents or assigns, nor any employee, may dig or cause to be dug any holes on the property, nor allow or cause to be allowed any explosions under, in, on or above the property, nor may any structure be built or erected on the property, as part of the seismic testing allowed under this Permit. The parties contemplate that the sole actions of the Licensee will be to run cables and other similar listening equipment for reception of signals across the property during the permit period.

2. This Permit shall run for a period of _____ days beginning on _____.

3. This Permit shall not be effective until the Licensee shall have paid the sum of \$_____ per acre to the Licensor. Regardless of when the payment is made, the length of the term of this license shall not exceed _____ days, to wit: ending no later than _____.

4. No vehicles or animals, except human beings, shall be allowed on or across the property, without the expressed prior written permission of the Licensor given after the date of this License.

5. No plants or vegetation, trees or bushes, or anything else growing shall be cut, removed or damaged without the expressed prior written permission of the Licensor given after the date of this License.

6. The Licensee, its successors, heirs and assigns, shall hold harmless and indemnify the Licensor for any compensatory, consequential and incidental damages caused in whole or part, directly or indirectly, by the Licensee, and said indemnity and hold harmless shall be against all claims, actions, damages, causes, proceedings, liabilities or obligations arising in any way out of this License and the direct or indirect actions of any of the parties to this license, their successors, agents, employees, subcontractors, contractors or invitees, including the payment of attorneys fees, court costs, expert witness fees, and any other charges or fees associated in the defense or prosecution of any litigation whatsoever.

7. The Licensee shall include in all contracts with any contractors or subcontractors a clause similar to the indemnification clause above, running not only to the Licensee but also to the direct benefit of the Licensor. The Licensee shall be responsible for all of Licensor's attorney's fees arising out of the enforcement of this agreement or the violation of it by the Licensee, its agents, employees, successors, subcontractors, or contractors, and any invitees of the Licensee.

8. This License may be cancelled and terminated at any time by the Licensor before the commencement of any seismic testing, and if the Licensee, its agents, employees, contractors or subcontractors, successors, or assigns violates any terms of the License, the Licensor may cancel and terminate this License, and any equipment on the property at the time of violation or thereafter may be held by the Licensor as security for the payment of any damages or amounts due, including attorney's fees, arising directly or indirectly out of said violation of this License by Licensee, its heirs, successors, assigns, agents, employees, contractors or subcontractors.

9. Under no circumstances shall this document be recorded in any County Clerk's Office where the land is situated.

10. This License shall not be effective until it is signed by both the Licensor and the Licensee. In addition the Licensee and the party or parties for whom they are performing the seismic services agree that all operations will be conducted with the highest regard for safety and property protection. Licensee represents that it has sufficient liability insurance to cover the cost of any defense of the Licensor under any and all indemnification agreements herein as well as sufficient coverage to pay any and all claims.

11. The person signing on behalf of the Licensee shall print his name clearly and legibly below his signature and shall describe therein his office, and hereby represents to the Licensor and to any court of record that he has actual authority and power to bind the Licensee and to sign on behalf of the Licensee, and that by the signing hereof he or she binds the Licensee to all the terms herein. The representations, promises, and indemnification provisions herein shall survive the performance of the operations authorized herein as well as the termination of this License.

12. This License shall not be effective to grant access to the Licensor's property unless there appears on the License the tax identification number of the Licensee, and an accurate physical address of the location of the Licensee's place of business or the Licensee's personal residential address.

13. The Licensee agrees to provide to the Licensor copies of the data obtained through this License on the day that a unit map is filed with the Department of Environmental Conservation of the State of New York for any map which includes any portion of the real property covered by this License.

14. The property covered by this License is described as follows:

15. The Licensee hereby specifically acknowledges that if there is an existing oil and gas lease or leases effecting the premises herein, that the Licensee, its agents, employees, assigns, successors, its principal and entities for whom it is performing the testing or to whom it sells the results of its testing hereby agree to hold harmless and to indemnify the Licensor its heirs, successors and assigns from and against any and all claims, obligations, liabilities, actions, proceedings, including attorney fees and court costs and fees and expert witness fees, made against the Licensor by the lessee of said lease for any violation of said lease or leases arising from this License or the exercise of the privileges under it by the Licensee, its agents, employees, assigns, successors, its principal and entities for whom it is performing the testing or to whom it sells the results of its testing.

TO EVIDENCE THEIR INTENT TO BE BOUND by the terms of this License, the Licensor and Licensee have signed below.

_____ Date: _____
Licensor

_____ Date: _____
Licensee