



## **STANDARDS OF PRACTICE**

- (1) It is your right to consult with an attorney of your choice before you execute a lease.
- (2) You are under no obligation to sign an oil and gas lease. If you do not sign a lease you are entitled to a minimum 12.5% (1/8<sup>th</sup>) royalty if your land is included in a productive oil or natural gas spacing unit. Other options are also available to you as a matter of law.
- (3) You may be provided with a copy of the NYS DEC Landowners Guide to Compulsory Integration Options, a sample copy of the statutory compulsory integration election form and the NYS DEC Landowners Guide to an Oil and Gas Lease. These guides are reference materials and are not a substitute for the advice of an attorney.
- (4) Before we discuss any Lease terms I will identify myself and provide you with my name, address and direct contact telephone number and other pertinent information. I am an Agent acting on behalf of Western Land Services Inc. (“Western”).
- (5) I will not make representations to you that cannot be independently verified regarding the size, configuration or location of a proposed unit. If your lands are included in a proposed unit and the NYS DEC has issued a Notice of Intent to Issue a Permit, you may be provided with a copy of the proposed spacing unit map. You may contact the NYS DEC Bureau of Oil and Gas Regulation at (518) 402-8056 for more information.
- (6) I can not make representations to you regarding anticipated production amounts or estimated royalties from well(s) that have not been drilled. Information that may be given to you is historical, publicly available, can be independently verified and is for discussion purposes only. Past success does not guarantee future results.
- (7) I will not enter your property if that is your request. I or other representatives of Western may continue to contact you to negotiate a lease by telephone, regular mail, electronic mail or facsimile unless you request that Western cease all contact. If you do not want any further contact we will not initiate contact with you unless needed by law or safety.
- (8) I understand the terms and provisions of the lease being presented to you. I can explain the terms to you in a clear and non-technical manner. I will try to answer any questions you have. If I am not able to answer your questions I will contact you at a later date with an answer or refer you to a representative of Western for more information.

- (9) This oil and gas lease proposal is a negotiable contract between you and Western. If you make a counter offer that exceeds the scope of my authority, I will communicate your offer to Western and provide you with a response. You are under no obligation to accept my offer(s) and Western is under no obligation to accept your offer(s).
- (10) The terms of access to your property for drilling and development purposes are a matter of private contract. If you have special requests regarding property access, the proposed location of any well or well facilities or the placement of pipelines, you must bring those issues to my attention so that we can negotiate those items into the terms of the lease.
- (11) If you choose to sign a lease, you have the right to cancel the lease within three business days. I will discuss how to comply with this requirement at your request.
- (12) If you sign a Lease with Western, you can expect to receive a copy of the Lease within ten (10) business days after the lease is executed. Please call me at (607) 739-2825 if you have not received a copy of your lease after three weeks.
- (13) Only the written terms of the Lease establish binding contractual obligations between you as the landowner and Western as the Lessee.

**These Standards of Practice have been adopted by Western Land Services Inc. and I have adopted them as an Independent Landman working on behalf of Western Land Services Inc. These Standards of Practice ARE NOT part of the contractual obligations of the lease and are provided FOR INFORMATION PURPOSES ONLY.**

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