

# Geophysics International

2340 E. Trinity Mills, Suite 331, Carrollton, Texas 75006

Ph: (972) 478-4325 Fax: (972) 478-4425

CUSTOMER NAME \_\_\_\_\_

TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_

EMAIL \_\_\_\_\_

ADDRESS (BILLING)	ADDRESS (SHIPPING)	SURVEY LOCATION
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_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

## FOOTAGE COST

Work Footage @ \$2.50/ft (International Cost \$3.00/ft)

Extra-Calibration @ \$1.50/ft (International Cost \$2.00/ft)

**\*\*Extra-Calibration cost will apply to calibration footage exceeding 25% of total work footage\*\***

Specific Client Instructions : \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Initials \_\_\_\_\_

GENERAL TERMS AND CONDITIONS

As consideration the above named customer agrees:

Geophysics International (GI) shall act as an independent contractor in rendering the requested services and/or furnishing the necessary equipment. Customer shall provide GI with all necessary information to provide its services and/or its equipment in a safe and efficient manner.

The quantity of data to be acquired will be determined by GI in consultation with Customer, and will be based upon their combined best judgment of the optimum quantity believed necessary to reasonably evaluate the geological conditions existing at each location.

Any interpretation of information, recommendations or field studies based upon such interpretations or recommendations, or otherwise, are opinions based upon inferences from electrical and other measurements, including empirical factors and assumptions, which inferences and assumptions are not infallible, and with respect to which analysts may differ.

Accordingly, GI cannot and does not warrant the accuracy of any such interpretations, recommendations or field studies.

GI does not warrant the accuracy of data transmitted by electronic process and shall not be responsible for either the accidental or intentional interception of data by others.

GI does not guarantee any of its results or conclusions. GI MAKES NO WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. UNDER NO CIRCUMSTANCES SHALL GI BE RESPONSIBLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES. GI prices are based upon Customer's specific acknowledgment of the above disclaimers.

If GI sends its personnel to the field, customer will pay a personnel charge of \$400/day plus expenses. Personnel charges apply to travel time, field-time and any down-time incurred due to reasons beyond GI control, including but not limited to down-time due to bad weather and property access problems.

If customer chooses to modify the survey for any reason the customer will be charged for such modification with the understanding that the survey cost will not be less than the agreed upon total cost above unless GI agrees in writing. If at a later date customer chooses to have a different part of the recorded data analyzed, then customer will be charged for such services at the time those services are rendered at a cost that GI deems to be appropriate.

All data gathered using GI technology is the property of GI and GI has the right to use the data in any fashion it chooses after two years of the date such data is gathered.

Customer is responsible for repair or replacement cost of equipment up to \$4000 if equipment is lost, stolen or damaged while in the customer's possession. It is understood by and between the Customer and GI that the field-sensor unit used for field recording purposes is proprietary equipment. Under no circumstances is the Customer to open up the proprietary field-sensor unit and/or make any attempt to reverse-engineer it.

Customer shall have the sole and full responsibility for all drilling, completion, well treatment and all other activities related to the drilling or production operation based upon, resulting from or arising out of the services and/or equipment provided by GI hereunder. Customer agrees to release, indemnify and hold harmless GI, its directors, officers, agents and employees from any and all liabilities, claims, suits, judgments, costs and expenses arising out of or in connection with such drilling and production operation.

GI reserves the right to require Customer to maintain adequate insurance coverage from insurers of recognized responsibility prior to commencing work.

If Customer is not the sole owner of the property being worked, or the well or concession holder of the field, but shares ownership of the same with one or more third parties or has an agreement with the owners, Customer represents and warrants that it is the duly constituted and authorized agent of each of such third parties with full power to represent the interests of the same with respect to all decisions taken throughout the preparation and completion of this contract.

Customer shall protect, indemnify and hold harmless GI, its directors, officers, agents and employees from and against any and all liabilities, claims, suits, judgments, costs and expenses arising out of or in connection with a breach of its representations and warranties hereunder. Upon request by GI, Customer shall provide GI with a title opinion.

Customer shall arrange and pay for the repair or construction of roadbeds and the use of vehicles, vessels, aircraft or other special means of transportation for equipment or personnel if needed to gain access to or return from a work site. Customer shall pay GI in accordance with the price and terms described above. Terms for payment of charges are NET CASH in U.S. Dollars upon presentation of invoice.

Any amount unpaid is immediately subject to interest at the maximum legal rate permitted by law. If unpaid amounts are collected through legal proceedings or by an attorney, Customer shall pay all resulting court costs and reasonable attorney's fees.

Any tax assessed on or based upon the charges set forth in the Price Schedule shall be charged in addition to the agreed upon price.

GI shall not be bound by any changes or modifications to this agreement except where such changes or modifications are made by a duly authorized officer.

This Agreement shall be governed by the laws of the State of Texas, or if performed offshore or in navigable water, the Federal Maritime law shall govern. Both parties hereto agree that if any litigation arises out of or in connection with this Agreement, such litigation shall be commenced and tried in the courts of Dallas County, Texas if in the state court system, and in the Courts of the Northern District of Texas if in the federal court system.

All of the preceding Terms and Conditions shall also apply in favor of any manufacturer or supplier of any equipment that GI may use, or any subcontractor. Should any clause, sentence, or part of this Agreement be held invalid, or unenforceable, such holding shall not invalidate the remainder of this Agreement, which remainder shall then constitute the Agreement of the parties hereto.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND PRESENT THAT I AM AUTHORIZED TO SIGN THE SAME AS CUSTOMER'S AGENT .

PRINT NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

Initials \_\_\_\_\_