

SOME EXAMPLES OF DECEPTIVE PRACTICES OR ABUSES IN LEASING

- a. Offering to pay for attorney's fees of the landowner but limiting which attorneys the landowner can use or employ.
- b. Representing to the landowner that everyone else has signed when in fact they have not yet signed, including showing fake maps with coloring 'showing' that everyone around the landowner has signed when in fact they have not. Then using a different map for the neighbor with the same misrepresentation to that neighbor. Telling landowners that everyone else has signed and that the neighbors will get nothing unless the landowner signs and that the landowner is holding up everyone else's money and that his neighbors are going to suffer because of the landowner's failure to sign. Telling the land owner that the company will go somewhere else if he doesn't sign, when the company has no intention to do so.
- c. Offering "signing bonuses" when in fact they are advance rental payments. Representing that the rent per acre will be paid each year when in fact the quoted amount represents a five year paid up lease with no further payments.
- d. Representing that the company is only offering one amount per acre for a signing bonus when in fact there are multiple amounts available to other land owners in the area.
- e. Representing or stating that the rents or 'signing bonus' is 'found' money or that landowner has 'won the lottery' and will never have to worry about money and or working again, or representing that the money is free and that therefore there is no consequence to signing, except getting the money.
- f. Returning to the property of the landowner after the landowner has told them to not come back.
- g. Repeatedly calling the landowner after the landowner had said that he or she does not want their calls nor to lease or deal with the landman.
- h. Using multiple landmen and 'tagteaming' landowners, especially women and the elderly, with the landmen successively claiming the each of them didn't get the message or didn't know that they were not allowed to call or come onto the land of the landowner.
- i. Representing that there is an industry 'standard' and a statutory 'standard' royalty rate of 1/8th (in decimals it is 12.5%) and that no one pays more than that when in fact there is no 'standard'

- j. Continuing to contact a landowner even after the landowner has informed the landman, its employer, contractor or principle that the landowner is represented by counsel and even after the landowner has instructed the landmen to only deal with the landowner's attorney.
- k. Refusing to deal with a landowner if the landowner hires or employs an attorney with which the company does not want to deal.
- l. Trespassing on the land of landowners and obtaining seismic data from the testing on said lands and then refusing to turn over the information illegally obtained. Intentionally trespassing to take GPS readings on the landowner's land and taking four wheelers across peoples lands even after they have been told not to. Gathering valuable information from the landowner's land without his or her permission, then declaring that it is proprietary data of the company.
- m. Telling landowners that if they don't sign, the company will simply draw the unit boundary line to exclude the landowner who won't sign. (This is highly illegal).
- n. Telling landowners that if they don't sign that the company will drill on the neighbor's lands and take all the gas and the landowner who didn't sign will get nothing. (This misrepresentation has recently been modified to say that the landowner will have to sue and pay expensive attorney fees to get anything).
- o. Telling a landowner that they will be in compulsory integration and implying that it is bad, when in fact Landowners may sometimes do better than a lease.
- p. The landman has the landowner sign the lease and then takes it with him without leaving a copy, but the renewal clause has been left blank. When he returns the copy weeks later, the renewal clause is filled in.
- q. The landman obtains an Option to Lease which does not contain the Cancellation Clauses, thereby skirting the evading the statute, illegally.
- r. Telling you that the company will never go any higher or that no one will get anything better than what they have offered you. Then after you have signed, they lease from some one else at a higher royalty and signing bonus.
- s. Stating that the attorney general of the state of New York has ruled that the company cannot pay any more than 12.5% royalty by law.
- t. Claiming that the gas company can use "Condemnation" to get a pipeline for a well or get seismic testing.