**CONTRACT FOR LEASING SERVICES**

This Contract for Leasing Services (the “Contract”) is entered into the \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_, (the “Effective Date”) by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ whose address is\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(the “Client”) and The Quiat Companies, LLC (“Quiat”).

1. Term. The term of this Contract shall commence on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and shall continue until such time as Quiat has provided to the Client confirmation that an oil and gas company, or its agent (the “Oil Company”) will agree to enter into a mutually acceptable oil and gas lease consistent with the terms contemplated herein (a “Lease Agreement”), or termination of this Contract by one or both parties with a five (5) day advance notice as set forth in paragraph 8. Notwithstanding the foregoing, if Quiat has not negotiated a mutually acceptable Lease Agreement on or before December 1, 2016, this Contract shall automatically terminate on that date and no additional compensation shall be due hereunder, except as provided herein.
2. Relationship. The relationship between Quiat and the Client shall be that of an independent contractor providing services. The Client is interested in the results to be achieved, and the conduct and control of the work to be performed hereunder lies solely with Quiat. Quiat is not an agent, employee or partner of Client, and has no authority to bind Client, but may expressly represent Client’s interest with respect to negotiating a Lease Agreement.
3. Engagement. Pursuant to the terms of this Contract, Client hereby engages Quiat as an independent contractor to conduct the following activities as agreed to by the Client.
	1. Meet or discuss with Clientto discuss desired Lease Agreement terms.
	2. Network with Oil and Gas industry contacts to determine current market rates for leases, and work to maximize the Lease Agreement terms and bonus for Client.
	3. Present and discuss current offers to lease with Client, and make appropriate recommendations with respect to leasing.
	4. Upon approval of principal Lease Agreement terms, negotiate final lease terms with Oil Company or its agent.
	5. At the request of the Client, for additional reasonable consideration of $200.00 per hour, Quiat shall review and negotiate any additional, ancillary documents requested in connection with the Lease Agreement, that may include without limitation special payment documents, surface use agreements or title curative documents.
	6. Coordinate execution of the Lease Agreement with the Client and return executed lease to Oil Company or its agent.
	7. Follow up with Client to insure payment of Lease Agreement bonus, and obtain recorded copy of lease for Client’s files.
4. Compensation. In exchange for the independent contractor services set forth in this Contract Quiat shall charge a minimum fee of $350.00. Upon negotiation of a Lease Agreement that includes the material terms and conditions specified by the Client, Quiat shall receive five percent (5%) of the total lease bonus paid to the Client for the executed, recorded Lease Agreement (the “Lease Commission”). If the lease is extended beyond the initial primary term by an automatic extension clause that is contained in the original lease agreement, Quiat shall also receive five percent (5%) of the total lease bonus paid to Client for the option.
5. If Quiat successfully negotiates a Lease Agreement and the Client refuses to execute the Lease Agreement through no fault of Quiat, the Client shall pay to Quiat a sum equal to two and one-half percent (2.5%) of the lease bonus that would have been paid if the Lease Agreement was finalized. If the Oil Company fails or refuses to pay the lease bonus through no fault of the Client or Quiat, then the percentage of the bonus payment shall not be due or owing. If the Client enters into a Lease Agreement with a different Oil Company within four (4) months of termination of this Contract, and the new Lease Agreement is with an Oil Company contacted by Quiat under terms and conditions that are the same in all material respects as the terms Quiat provided to Client in writing, then the Client shall pay to Quiat a sum equal to two and one-half percent (2.5%) of the lease bonus. Compensation for Quiat’s services shall be due and payable as follows:
	1. Payment of $500 is waived up front but will be included in the total amount of monies due Quiat.
	2. The Lease Commission will be due no later than thirty (30) days after the effective date of the Lease Agreement, to be paid or remitted to The Quiat Companies, 1873 So. Bellaire St., #900, Denver, CO 80222. Payment of the automatic extension for 2nd 5 year term of lease will be due thirty (30) days after the effective date of said payment to Client.
6. No Guaranty – Release. The Client acknowledges and agrees that all negotiating efforts by Quiat shall be in good faith and shall constitute Quiat’s effort under reasonable industry standards to negotiate an acceptable Lease Agreement. Quiat makes no guarantee(s) whatsoever that an executed Lease Agreement will be consummated between Client and an Oil Company, as Lessee. Client hereby acknowledges and agrees to release Quiat, its agents, representatives, successors or affiliates from any and all liability related to or arising out of the effort to negotiate a Lease Agreement, and any and all liability related to or arising out of the final terms of the Lease Agreement, and the actions of Lessee, its agents or assigns, whether known or unknown in whatsoever nature or kind.
7. Client Contact. Quiat has been advised that Michelle Smith (“Client’s Representative”) will serve as the person primarily responsible for communicating with Quiat regarding the Client’s interest in a Lease Agreement. Client’s representative will communicate with Michelle Smith of the Quiat Company to express Client’s concerns to us and to answer our day to day questions.
8. Information. Quiat’s ability to serve the Client effectively depends, in part, on the Client’s timely assistance in providing complete and candid information regarding Client’s interests and direction for oil and gas leasing. Client agrees to furnish relevant information and documents, to attend meetings, and to be available to discuss issues as they arise.
9. Termination. This Contract may be terminated upon five (5) days advance written notice by either party hereto, provided all payments made up to the termination date shall remain the property of Quiat. If Client enters into a Lease Agreement with any party that Quiat has contacted or that Quiat has engaged in negotiations with on or before four (4) months after the effective date of the Termination, Quiat shall be entitled to receipt of the percentage of the bonus paid in accordance with the terms of this Contract for any such Lease Agreement executed.
10. Construction. This Contract constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all negotiations, discussions and prior agreements, oral or written, between the parties with respect to the subject matter hereof.
11. Assignment. The rights and obligations of this Contact may not be assigned or delegated by Quiat without the prior written consent of the Client.
12. Survival. Obligations for the payment of money, and paragraph 5 under this Contract shall survive the termination of this Contract.

1. Authority. The parties represent and warrant they possess full and complete authority and capacity to execute this Contract and to covenant and agree as provided herein.
2. Counterparts/Fax and Electronic Signature. This Contract may be executed in counterpart, and by facsimile or pdf signatures and each such properly executed document shall be considered an original and valid and binding upon the party so executing the Contract.
3. Governing Law and Cooperation. This Contract shall be construed under the laws of the State of Colorado, and any dispute arising under this Contract shall be determined by Colorado courts and the parties consent to jurisdiction in Colorado. The parties agree to work cooperatively to resolve any dispute or issue that may arise hereunder.
4. Effective Date. This Contract is executed by all parties as of the Effective Date set forth above.

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| The Quiat Companies, LLC |  | Clients |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  Sig | By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Phone Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |