

- Consider money instead of free gas, as raw natural gas can contain corrosive hydrocarbons and does not contain mercaptan, an odorant that can be added to raw gas to detect leaks of methane, which is an odorless, but highly explosive gas.
- Keep the drilling unit as small as possible, to maximize profits and allow the lease to expire if the land is not used for an oil or gas well.
- Determine water usage issues and write them into the contract, such as whether the energy company can use water from ponds, streams on the property or drill a water well.
- Negotiate a short primary term (from the time of the signed lease to a producing well). Beware of how the lease is extended. Sometimes, just a minor action will automatically extend the lease.
- A comprehensive water-testing procedure must be written into the lease: type of contaminants tested for, radius of testing (at least 1,000 feet), pre- and post-testing, advance notice so you can arrange for a "split sample" done with your own independent lab, etc. All this should be paid for by the energy company.
- Insist on insurance levels equivalent to the value of the land, water and livelihood (agricultural use of land) of all the landowners in the drilling unit or community. Must include environmental insurance, as well as general, workers comp, and other insurance.
- Require the energy company to give the Fire Chief all contact information and access to the well. Also require a list of all chemicals used during the entire process be given to the Fire Chief.
- If the lease is sold or transferred, all terms of the lease apply. Additionally, it is not binding until you have been notified in writing.
- "Open pits" or buried waste pits on the property should not be allowed. Open pits contain the drilling mud, plus frack fluid (potentially toxic chemicals) and radioactive material. These open pits and buried pits increase the risk of groundwater contamination and negative health issues. Instead, a closed loop system should be required.
- Utilize all Best Management Practices throughout the entire process.
- Require rigorous inspection during and after drilling and mandate that copies of all inspection logs and reports sent to you. After drilling, the Inspector and the Energy Company must sign a document stating that all Special Permit Conditions, Regulations and Rules were witnessed and followed.
- Require the company to have a remote shut-off for all wells.
- During drilling and production, the energy company should minimize impacts such as noise (decibel level maximum), dust (such as water on roads), limit time of day for activity such as truck traffic, etc.
- Require interim restoration, such as acceptable upkeep of roads, landscape / barriers during drilling, reclamation after seismic testing, etc.
- Re-fracking of a well can't proceed without the landowner's consent. (For instance, if the landowner notices damage to groundwater in the area, he / she might have grounds to not want the well re-fracked.)
- If any terms of the lease are not followed, the lease may become "null and void."
- Appoint an independent committee, with ODNR as only one member, that will investigate any possible ill-effects such as contaminated groundwater, air pollution, property devaluation, etc. The energy company should pay for all associated costs of this committee.
- If the energy company does not rectify any breach of the lease within 30 days, the energy company should pay reasonable attorney fees and reasonable investigative costs incurred in preparing for trial.
- Require compensation for all surface damages.
- Require the energy company to be liable for any problems associated with the drilling site (pipeline leaks, explosions, etc.) for 50 to 100 years. You should not assume the liability once the energy company ends their lease and leaves.
- Additional points to include: Pugh clause, Indemnification clause, and stipulate that a default on any assigned part of the lease is a default on the whole.

Even with all these provisions, the experience of landowners throughout the U.S. who've signed leases is that even a good lease can't protect their health, safety, groundwater, property value, etc. when something goes wrong. **Proceed with caution!**