



STATE OF MONTANA

GEOPHYSICAL EXPLORATION SECURITY AGREEMENT
[82-1-104, MCA](#)

MAIL: Secretary of State
P.O. Box 202801
Helena, MT 59620-2801
PHONE: (406) 444-3665
FAX: (406) 444-3976
WEB SITE: sos.mt.gov

Prepare, sign, and submit with an original signature and filing fee.
This is the minimum information required.

(This space for Secretary of State use only)

Required Filing Fee: \$15.00
 24 Hour Priority Handling check box and **Add \$20.00**
 1 Hour Expedite Handling check box and **Add \$100.00**

Make checks payable to Secretary of State.
If the document is hand written, please print legibly or the document may be denied.

Check One Box:

- Cashier's Check, No. _____
- Certified Check, No. _____
- Bank Money Order, No. _____
- Certificate of Deposit, No. _____
- Money Market Certificate, No. _____
- Bank Draft (FDIC insured), No. _____

Issuing Bank Name: _____
(Must be an FDIC-insured Bank)

Issuing Bank Mailing Address: _____

City: _____ State: _____ Zip Code: _____

THIS AGREEMENT is entered into by and between _____, a person, firm, or corporation, hereinafter "**Principal,**" whose mailing address is:

City: _____ State: _____ Zip Code: _____
and the Montana Secretary of State, hereinafter "**SOS.**"

THE PARTIES AGREE AS FOLLOWS:

1. Pursuant to the requirements of [82-1-104](#), MCA, concerning the conduct of seismic operations in the State of Montana, Principal agrees to provide SOS the above-indicated security in the sum of \$_____ (**\$10,000 for a single seismic crew, or \$25,000 for all seismic crews operating within the state**) for the following project(s) (**describe the project(s) and provide a legal description**):

2. Said security will be payable to the Montana Secretary of State. The issue date of the security must be within 10 days of its receipt by SOS and must be delivered to SOS with this agreement.

3. SOS will accept Principal's security and this agreement and hold the same for safekeeping for the duration of the seismic exploration, plus an additional 5 years after the cessation of the seismic exploration activities. Upon delivery of the security, SOS will issue a receipt to Principal listing the name of the designated resident agent for the Principal, the Principal's mailing address, the security number, the amount, and the name of the individual issuing the security receipt showing that the security has been filed. The security receipt will be in triplicate with copies provided to the Principal, the SOS accounting office, and SOS for its records.

4. Partial or complete forfeiture of the above-referenced security will be determined by the appropriate court of civil jurisdiction in the State of Montana.

5. This agreement is governed by the laws of the State of Montana and sets forth the entire agreement between the parties pursuant to the requirements of [82-1-104](#), MCA. No amendment, change or other modification of this agreement shall be effective or binding upon the parties unless it is in writing and signed by each party. Principal acknowledges that SOS does not waive sovereign immunity in any respect regarding this agreement and SOS specifically retains sovereign immunity and all defenses available to it as a sovereign pursuant to all state or federal laws.

6. **I, HEREBY SWEAR AND/OR AFFIRM**, under penalty of law, including criminal prosecution, that the facts contained in this document are true.

Dated this _____ day of _____, 20_____.

(Type Principal name on line above)

By: _____
(Signature of Principal's Designated Resident Agent)

Address of signer: _____

7. Daytime Contact: Phone _____ Email _____