

FORM C12

MINES & MINERALS ACT 2009

FORM TO BE COMPLETED TO RECORD SURFACE RENT AGREEMENT UNDER ARTISANAL MINING LICENCE

SURFACE RENT AGREEMENT

Between Land Owner/Occupier And Mining licence Applicant

This is a Surface Rent Agreement, entered into on ..... (date)

between

Artisanal Mining Applicant/Licence holder (name) ..... of Address and phone number..... and

Land Owner/Occupier (name) ..... of Address and phone number ..... valid for 1 year (12 months) from .....(date) to ..... (date)

This agreement is renewable three (3) times for a period not exceeding 12 months each time

PURPOSE

- 1. The purpose of this document is to; a) ensure an equitable agreement between a prospective artisanal mining licence holder and a lawful land owner/occupier, b) safeguard against illegal dealings, and against exploitation of either party.

APPLICABILITY

- 2. This agreement will come into effect once artisanal mining right is granted. 3. This agreement applies to an artisanal mining licence or application relating to the following: a) Location of area ..... b) District ..... c) Chiefdom ..... d) Nearest Regional Office ..... e) Coordinates (if known) ..... f) Current use of land .....

AGREEMENT

## Third Schedule: reporting forms

4. The land owner/lawful occupier undertakes to provide reasonable access to the land for the mining operation on the terms outlined in the box below
5. The artisanal mining licence applicant/holder undertakes to use the land only for activities related to the mining operation
6. The artisanal mining licence applicant/holder undertakes to allow reasonable access to the land owner/lawful occupier for the purposes of grazing, cultivation where applicable
7. The artisanal mining licence applicant/holder undertakes to give fair compensation to land owner/lawful occupier for disturbance of their surface rights on the terms outlined in the box below

Item	Remarks
Rent for land (Leone/hectare)	
Compensation crops (Leone)	
Agreement on buildings to be put up	
Agreement on roads to be built outside production area	
Buildings and roads to be left after mining closure	
Land owner/occupier access to grazing	
Licence holder use of timber, wood, water	

### PAYMENTS TERMS FOR COMPENSATION FOR LAND OWNER OR LAWFUL OCCUPIER

8. Option A: Once off payment at the beginning of the operation for the sum of ..... Leone
9. Option B: Monthly payment of ..... starting ..... days after granting of mining rights, for ..... months
10. Option C : Other  
.....

### OBLIGATIONS AND RESTRICTIONS

11. No payment or compensation shall be exchanged until the artisanal mining right is granted
12. This agreement is restricted to surface rights only
13. This agreement does not entitle the artisanal mining right applicant any mining rights
14. The mining licence applicant/holder undertakes to keep an accurate activities that impact on surface rights of the land owner or lawful occupier
15. Once the mining right is granted the mining right holder will have the following obligations prescribed by the Mines and Minerals Act of 2009 and the regulations:
  - a) Fulfilment of the conditions of the surface rent agreement with respect to rights of lawful owner or occupier of the land to graze livestock, cultivate land and receive fair compensation for disturbance of rights
16. Once the mining right is granted the mining right holder will have the following surface rights prescribed by the Mines and Minerals Act of 2009 and the regulations:
  - a) Reasonable access to the land to perform all activities related to the mining operation
  - b) Use of resources such as water and timber necessary to carry out mining work
  - c) Clearing of land to perform activities related to the mining operation

- d) Put up buildings for habitation, offices and to house plant and machinery for the purposes of the mining work
- e) Make trenches and open pits for the mining operation
- f) Build roads, dumps and drainage ditches within the boundary limits of the production area

## TERMINATION

17. Either party is free to terminate the contract after a notice of 30 days, and fulfilment of any outstanding contractual obligations.

## DISPUTES

18. The parties agree to attempt resolve all disputes amicably prior to resorting to mediation or before any court. In the event of failure to agree the parties may resort to mediation through a third party, whose identification may be assisted by the Regional Office of the Ministry of Mineral Resources.

Signed on this ..... day of ..... 200....., at ..... (place)

Signature of Applicant ..... Signature of land owner/occupier  
.....

Witness ..... Witness .....