



*NOVEMBER 3-5, 2009*

LOUISIANA OIL & GAS ASSOCIATION

GENERATING NEW BUSINESS FOR LOUISIANA'S OIL AND GAS INDUSTRY

Powered By:

The Oil & Gas Asset  
**CLEARINGHOUSE**

Bidder Registration Form



While helping LOGA overcome our industry's legislative obstacles,  
business deals will be made live over the internet.  
Bidders will purchase donated services & help LOGA at the same time.

## 2009 Oilfield Service Auction Details

- Tuesday, November 3rd at 10:00am to Thursday, November 5th, 2008 at 10:00am.
- Any company active in the Gulf Coast oil & gas industry is eligible to become a bidder.

## How does the Oilfield Service Auction work?

- Service companies donate their products or services in auction lots (see below).
- Producers and operators purchase these items through an online bidding process over a 48-hour period.
- Any energy service company that caters to the oil & gas industry is eligible to participate as a donor.
- In an effort to make this auction a successful and prosperous event for all participants, EVERYONE SHOULD GET INVOLVED.
- Auction items will be bid on during a *LIVE* internet auction on November 4-6, 2008, held on [www.loga.la](http://www.loga.la). Winning bidders will be awarded and have a period of 1 year to use their voucher for those services. Proceeds from the auction will be used to help support the advocacy efforts of LOGA, which benefits all sectors of the oil and gas industry in Louisiana.

## Auction Item Examples

- \$2,500 discount on any one day ad hoc flight at regular Gulf of Mexico rate. Charges begin and end at aircraft's originating base.
- \$2500 off construction, electrical environment, blasting & painting job (\$50,000 Minimum Job)
- \$1,500 discount will apply off of Memory Production Logging Job (Gamma, CCL, PSI, Temp). The job can be land or offshore. Pricing based on current pricebook.
- One day of consulting.
- \$2500 worth of cementing services
- A \$2500 gift certificate to be used to purchase any supplies which includes oilfield, industrial and marine supplies for new construction maintenance & refurbishment projects.
- \$2500 Discount on Drilling Services
- One 24-hour barge rental (working a 24 hour day), fuel & expendables to be charged back at cost, based on availability.
- \$2500 Discount on Rig Moves priced over \$30,000
- Hot Oil Unit for 10 hours including travel time, within 75 miles of Yard. Additional mileage, expendables & barge insurance (if necessary) are not included.
- Liquid Mud
- Polish Rod Equipment, Sucker Rods or Downhole Pumps, Displacement Pumps
- Oil Well Fishing & Rental Tools
- \$2500 Credit for a Drilling or Completion Foreman
- \$2500 in Products (Drilling Fluid Products [Sacks, Drums, Pails] based on current retail price list)
- \$2500 worth of Tank Truck Services
- Discount on Cementing Services
- Logging Services (Open or Cased Hole)
- Frac or Acid Stimulation Job
- \$2500 Discount on Coiled Tubing Services
- Vacuum Truck Service from Lake Charles, Lafayette or Fourchon Locations
- \$2500 credit on a new or used bolted tank project, minimum project total \$15,000.
- 1 - WKM Model "M" Manual Gate Valve; 2 9/16 "5000"; BB Trim

## What do I have to do to be a bidder?

1. Fill out the appropriate form & send it in to LOGA either by email, fax or mail.
2. Contact **Ben Broussard** at **(337) 278-6240** or **[ben@loga.la](mailto:ben@loga.la)** for more information

Bid with LOGA in the Oilfield Service Auction. This is your year to participate!

**OILFIELD SERVICE AUCTION**

November 3-5, 2009



Last Day to Register as a Bidder: Friday, October 30th, 2009

Bidder Form (please fill out completely)

**Company Name:** \_\_\_\_\_

**Company Representative:** \_\_\_\_\_

(The above mentioned is authorized by such corporation, partnership, trust or other entity to execute this instrument on behalf of such entity and to purchase and Service Auction Item on which it bids)

\_\_\_\_\_ **Yes, I have read and am familiar with the terms outlined in the legal agreement, printed on the reverse of this form, executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2008.**

**Representative's Signature:** \_\_\_\_\_

**Representative's Title:** \_\_\_\_\_

Sign & fax to **225-388-9561**, your auction bidder # will be assigned via your email.

**Mailing Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Business Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Would you like to see items in the auction from a certain company?  
Please send us their contact information:**

Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Web site: \_\_\_\_\_



**Bidder No.** \_\_\_\_\_

Do not write in this box.  
LOGA and The Clearinghouse purposes only.

**RETURN THE ABOVE BIDDER FORM TO: LOGA OILFIELD SERVICE AUCTION**

# Agreement for Bidder/Buyer, Bid Process, and Purchase of Goods and Services in Louisiana Oil & Gas Association's OILFIELD SERVICE AUCTION

## BIDDER/BUYER REPRESENTATIONS & ACKNOWLEDGEMENTS

THE OIL & GAS ASSET CLEARINGHOUSE ("THE CLEARINGHOUSE") IS DONATING IT'S SERVICES FOR THIS ONLINE AUCTION TO LOGA. THE CLEARINGHOUSE IS NOT RECEIVING ANY FEES OR REIMBURSEMENTS OF EXPENSES FOR IT'S SERVICES. THE UNDERSIGNED HEREBY MAKES THE FOLLOWING REPRESENTATIONS AND ACKNOWLEDGES TO LOUISIANA OIL & GAS ASSOCIATION ("LOGA") AND THE OIL & GAS ASSET CLEARINGHOUSE, L.P. BY ITS GENERAL PARTNER THE PETROLEUM CLEARINGHOUSE, INC. ("THE CLEARINGHOUSE"), AND TO THE DONOR ("DONOR") OF THE SERVICE AUCTION ITEMS BEING OFFERED FOR SALE, THAT:

1. I represent and warrant that the undersigned is sophisticated and knowledgeable in the business of oil and gas as an ongoing business and, without limitation or qualification, represent that I am involved in the oil and gas industry and can benefit from such Service Auction Items being sold.
2. The background or profession of the undersigned can best be described as: (circle all that apply)
  - petroleum engineer
  - oil or gas producer
  - professional landman
  - oil and gas attorney
  - oil and gas investment agent or broker for others
  - petroleum geologist
  - other \_\_\_\_\_
3. I represent that I am purchasing the Service Auction Item with the intent to invest and not with an intent to resell.
4. I confirm that all documents requested by the undersigned have been made available to our satisfaction, and that the undersigned has been supplied with all of the additional information concerning this investment that the undersigned reasonably deemed necessary or appropriate as a prudent and knowledgeable purchaser to evaluate the Service Auction Item purchased or bid upon.
5. The undersigned understands that the terms set forth in this Agreement are non-negotiable after the date of Sale;
6. No representations or warranties of any kind of nature, expressed or implied, have been made to the undersigned by the Donor, LOGA, and/or The Clearinghouse, or any officer, director, employee, representative, contractor or subcontractor of same;
7. All information which I/we have provided to Donor, LOGA, and/or The Clearinghouse, its representatives or agents in connection with the undersigned's registration to bid is true, correct and complete to the best of my/our knowledge as of the date set forth herein;

## BIDDER/BUYER TERMS AND CONDITIONS

1. **REGISTRATION AND PRE-QUALIFICATION:** Each prospective Bidder/Buyer must execute this instrument and fill out the Bidder/Registration Form prior to becoming a qualified bidder ("Bidder") at any auction or other sale ("Sale") conducted by LOGA and The Clearinghouse. Any party or entity bidding as an agent for or on behalf of an absentee Bidder(s) must submit a signed original of a Qualified Bidder Registration form and this instrument on behalf of any such absentee Bidder. Prior to bidding, Bidder must obtain from LOGA a bidder number evidencing proper qualification to bid at such Sale. Bidder agrees to keep such bidder number in its sole possession until conclusion of the Sale. LOGA and/or The Clearinghouse reserve the right, in its sole discretion, not to approve and qualify any potential Bidder.
2. **DATE AND LOCATION OF SALE:** LOGA shall conduct a Sale during November 4-6, 2008 transmitted LIVE via the World Wide Web courtesy of The Clearinghouse.
3. **TERMS OF AGREEMENT:** This Agreement shall be effective as of the executed date shown at the end of this document and shall continue until such time as all sums due LOGA have been received and Certificates of Service have been provided to the Bidder/Buyer. Notwithstanding anything to the contrary herein, the indemnification provisions of this Agreement shall survive any termination of this Agreement.
4. **ALL SALES ARE FINAL:** Unless otherwise specifically stated in the Sale Brochure, Auction Catalog or Announcement, all Service Auction Items shall be sold on an absolute sale basis with no minimums, bid-ins, buy-back arrangements or false bidding on behalf of the Donor.

Properties will be sold to the highest Bidder/Buyer as determined by LOGA and The Clearinghouse. LOGA and The Clearinghouse retain the right, in its sole discretion, to reject or accept any bid, to arbitrate tie bids, reject fractional bids, re-open lots for bidding, combine and/or delete bidding lots within such lots. Unless re-opened by The Clearinghouse, no further bidding will be considered once a property is declared "SOLD" by the auctioneer. All sales are final in accordance with the terms and conditions set forth herein.

5. **SETTLEMENT:** LOGA will issue the winning Bidder/Buyer an invoice within 2 weeks after the scheduled date of Auction on Service Auction Items provided by the Donor. Upon Bidder/Buyer payment of invoice, LOGA agrees to prepare and deliver properly executed, recordable conveyancing documents ("*Certificates of Service*") to the highest qualified Bidder/Buyer, as determined by LOGA and The Clearinghouse. All Service Auction Items through use of the Certificate of Service will be utilized as a discount to be applied to the actual cost of the services provided within a year's time period from the last day of the 2006 Auction. Proper sales tax will be levied by the vendor on the actual sales invoice. All Bidder/Buyers are required to pay in U.S. dollars by only VISA credit card, MASTERCARD credit card, AMERICAN EXPRESS credit card or checks made payable to LOGA. Receipts will be issued and delivered with Certificates of Service following payment to LOGA within 2 weeks after payment.
6. **INDEMNIFICATION:** BIDDER/BUYER HEREBY INDEMNIFIES AND AGREES TO HOLD HARMLESS DONOR, LOGA, THE CLEARINGHOUSE, AND/OR ITS AUCTIONEERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS AND SUBCONTRACTORS, FROM ANY AND ALL CAUSES OF ACTION, CLAIMS, LOSSES, DAMAGES, INJURIES, COSTS AND EXPENSES OF WHATEVER KIND OR NATURE ARISING OUT OF THE BIDDER'S PARTICIPATION IN THE ACTION, OR PURCHASE OF ANY SALE ITEMS ASSOCIATED THEREWITH. THIS INDEMNIFICATION SHALL, WITHOUT LIMITATION, INCLUDE ANY LOSSES OR INJURIES ARISING OR SUSTAINED BY BIDDER OR BUYER'S EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, AND CONSULTANTS PRIOR OR SUBSEQUENT TO THE EFFECTIVE TIME OF CONVEYANCE AS A RESULT OF (I) INJURY OR DEATH, (II) LOSS OR DESTRUCTION OF PROPERTY, (III) DEFECT IN TITLE, (IV) CONDITION OF THE SERVICE AUCTION ITEM, (V) BIDDER/BUYER'S FAILURE TO CONDUCT A COMPLETE AND KNOWLEDGEABLE DUE DILIGENCE REVIEW, (VI) BUYER'S FAILURE TO PAY TAXES AND EXPENSES ATTRIBUTABLE TO THE SERVICE AUCTION ITEM PURCHASED AND (VII) BIDDER OR BUYER'S LOST OPPORTUNITY OR FAILURE TO PURCHASE AND/OR CLOSE ON ANY SERVICE AUCTION ITEM OFFERED IN THE SALE.
7. **ANNOUNCEMENTS:** Any announcements made by auctioneer or authorized personnel of LOGA and/or The Clearinghouse prior to or during the Sale shall supersede and take precedence over any printed materials pertaining to the Sale.
8. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Texas.
9. **OTHER SPECIFIC TERMS AND PROVISIONS, IF ANY, ARE:**  
\_\_\_\_\_  
\_\_\_\_\_

s/\_\_\_\_\_ By: **Don G. Briggs, President, Louisiana Oil & Gas Association**

You shall be solely responsible for any actions which you or your representatives take or advise others to take in reliance on any information furnished on the service or good made available at the LOGA Oilfield Service Auction, or any representations or use of auction information in violation of this Agreement, and, you agree to protect, defend, indemnify and hold harmless LOGA and The Clearinghouse, its directors, officers, representatives, employees, and members from and against any and all claims, lawsuits, liabilities, losses, damages, costs and expenses (including reasonable attorney's fees and costs) incurred, sustained or resulting in any manner whatsoever by LOGA or The Clearinghouse as a result of such reliance or breach by you or your representatives, employees or members either by acts or commission or omission.



## Auction Bidder Companies From Years Past:

Apache Corporation	PetroQuest Energy, Inc.	EnerVest Management Partners
Badger Oil Corporation	Quest Exploration, LLC	ES&H
Central Crude/ Jordan Oil	Stone Energy Corporation	Helis Oil & Gas
Denbury Onshore	Tellus Operating Group, LLC	Fairfield Industries
Dune Energy Corporation	TMR Exploration, Inc.	Manti Operating
Hilcorp Energy Corporation	Energy Partners	Petsec Energy
Hunt Petroleum Corporation	Swift Operating Group	McGowan Working Partners
Liberty Resources, Inc.	Gulf Outlet Resources	Dominion Exploration & Production
	Guichard Operating Company	

## Donor Companies From Years Past:

Ace Transportation	Training Group	Moncla Marine, LLC	Safety Management
Affiliated Tax Consultants	E&E Group	Moncla Well Service, Inc.	Systems
Allis Chalmers Rental	Eagle Environmental	Morgan City Rentals	Sand Control Systems,
Services, Inc.	Services, Inc.	Newpark Drilling Fluids	Inc.
ALTEC, Inc.	Employee Development	Newpark Environmental	Settoon Towing, LLC
American Tank Company	Network	Services	Shaw Global Energy
BAROID	Enviro-Tech Systems,	Offshore Energy Services,	Services, Inc.
Bean, C.F. LLC	LLC	Inc.	SJB Group, LLC
Benton Specialties	Environmental Strategies,	Oil & Gas Rental Services	SOLOCO
Berry Bros. General	LLC	Oil Country Tubular	Source Environmental,
Contractors, Inc.	Fenstermaker	Corporation	Inc.
BETA Land Services	Franks Casing Crew &	Offshore Warriors	Southern Wireline
Black Gold Services	Rental Tools, Inc.	Packers & Service Tools,	SPS International
Blue Fin Transport, LLC	Gauthier's Oilfield Rental,	Inc.	Stallion Offshore Quarters
BJ Services	LLC	Parker USA Drilling	Stric-Lan Companies
Brothers Oilfield Service	Grasso Production	Company	Corporation
& Supply (A MONCLA	Management	Pearl River Navigation	Stokes & Spiehler
Company)	Guichard Operating	Inc.	Superior Energy Services
Cameron	Company	Perf-O-Log	T. Baker Smith, Inc.
C&C Technologies	Gulf Island Contractors,	Petra Consultants	Talen's Marine & Fuel
Calliou Island Towing	Inc.	Petroleum Engineers	The Oil & Gas Asset
Co., Inc.	Halliburton Energy	International	Clearinghouse
Cajun Water Wt. Rentals,	Services	Petro-Rentals, Inc.	Tri-City Services
LLC	Hanover Compressor	PHI, Inc.	Tri-Energy Services,
Cajun Well Service	Company	Premium Reeled Tubing	LLC / A MONCLA
Compressor & Engine	iLandman.com	Production Wireline &	Company
Service, LLC	Janic Directional Survey	Cased Hole Services	Unique Rentals, LLC
Crosby Tugs	Kilgore Offshore	Group	US Liquids of Louisiana
Chalmers, Collins &	Knight Oil Tools	Quail Tools, LP	Vanguard Vacuum
Alwell, Inc.	Knight Well Services	Reagan Energy Services	Trucks, Inc.
Diamond Oilfield Supply	LA Tank	Reamco, Inc.	Venture Transport
Diamond Tank Rentals	Major Equipment &	Redfish Rentals Inc.	Logistics
Dynamic Industries	Remediation	RPS Cementing, LLC	Wet Tech Energy
ES&H Consulting &	M-I Swaco		Wireline Specialists