

TABLES & GRAPHICS

Graphic images included in rules are published separately in this tables and graphics section. Graphic images are arranged in this section in the following order: Title Number, Part Number, Chapter Number and Section Number.

Graphic images are indicated in the text of the emergency, proposed, and adopted rules by the following tag: the word "Figure" followed by the TAC citation, rule number, and the appropriate subsection, paragraph, subparagraph, and so on.

Figure: 7 TAC §84.808(8)(A)

ITEMIZATION OF AMOUNT FINANCED	
1. Cash price [Optional additional description: "(including any accessories, services, and taxes)"]	\$ _____(1)
2. Downpayment = [If netting add: (if negative, enter "0" and see Line 4.A. below)]	
Gross trade-in	\$ _____
- payoff by Seller	\$ _____
= net trade-in	\$ _____
[If not netting add: (if negative enter "0" and see Line 4.A. below)]	
+ cash	\$ _____
+ Mfrs. Rebate	\$ _____
+ other (describe) _____	\$ _____
Total downpayment	\$ _____(2)
3. Unpaid balance of cash price (1 minus 2)	\$ _____(3)
4. Other charges including amounts paid to others on my behalf (Seller may keep part of these amounts.):	
A. Net trade-in payoff [Alternative caption: "prior credit or lease balance"] to _____	\$ _____
B. Cost of physical damage insurance paid to insurance company	\$ _____
C. Cost of optional coverages with physical damage insurance paid to insurance company	\$ _____
D. Cost of optional credit insurance paid to insurance company or companies	\$ _____
Life	
Disability	
E. Debt cancellation agreement fee paid to the Seller	\$ _____
F. Official fees paid to government agencies	\$ _____
G. Dealer's inventory tax [Optional addition: (if not included in cash price)]	\$ _____
H. Sales tax [Optional addition: (if not included in cash price)]	\$ _____
I. Other taxes [Optional addition: (if not included in cash price)]	\$ _____
J. Government license and registration fees	\$ _____
K. Government certificate of title fee	\$ _____
L. Government vehicle inspection program replacement fee	\$ _____
M. Vehicle emissions inspection fee	\$ _____
N. Deputy service fee paid to dealer	\$ _____
O. Documentary fee. A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents relating to the sale. A documentary fee may not exceed a reasonable amount agreed to by the parties. This notice is required by law. [Option to insert Spanish translation of disclosure here.]	\$ _____
P. Other charges (Seller must identify who is paid and describe purpose)	
to _____ for _____	\$ _____
to _____ for _____	\$ _____
to _____ for _____	\$ _____
Total other charges and amounts paid to others on my behalf	\$ _____(4)
5. Amount Financed (3 + 4)	\$ _____(5)

[Optional caption: Seller will pay taxes, title fee, license and registration fees, and the inspection program replacement fee to government agencies. Seller will retain the documentary fee and the deputy service fee. Seller may also retain part or all of the emissions inspection fee, insurance, service contracts, and other charges.]

[Note: A creditor may delete portions of the figure applicable to any insurance premiums or debt cancellation fees that are not financed in the contract and may also delete other inapplicable portions. Under item 4, a creditor may add a line for "other insurance paid to insurance company."]

Figure: 7 TAC §84.808(8)(B)

ITEMIZATION OF AMOUNT FINANCED	
1. Cash price [Optional additional description: "(including any accessories, services, and taxes)"]	\$ _____ (1)
2. Downpayment (A + B) =	
A. [If netting add: (if negative, enter "0" and see Line 4.A. below)]	
Gross trade-in	\$ _____
- payoff by Seller	\$ _____
= net trade-in	\$ _____
B. [If not netting add: (if negative enter "0" and see Line 4.A. below)]	
+ cash	\$ _____
+ Mfrs. Rebate	\$ _____
+ other (describe) _____	\$ _____
Total downpayment	\$ _____ (2)
3. Unpaid balance of cash price (1 minus 2)	\$ _____ (3)
4. Other charges including amounts paid to others on my behalf (Seller may keep part of these amounts.):	
A. Net trade-in payoff [Alternative caption: "prior credit or lease balance"] to	\$ _____
B. Cost of physical damage insurance paid to insurance company	\$ _____
C. Cost of optional coverages with physical damage insurance paid to insurance company	\$ _____
D. Cost of optional credit insurance paid to insurance company or companies	\$ _____
Life	
Disability	
E. Debt cancellation agreement fee paid to the Seller	\$ _____
F. Official fees paid to government agencies	\$ _____
G. Dealer's inventory tax [Optional addition: (if not included in cash price)]	\$ _____
H. Other taxes [Optional addition: (if not included in cash price)]	\$ _____
I. Government license and registration fees	\$ _____
J. Government certificate of title fee	\$ _____
K. Government vehicle inspection program replacement fee	\$ _____
L. Vehicle emissions inspection fee	\$ _____
M. Deputy service fee paid to dealer	\$ _____
N. Documentary fee. A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents relating to the sale. A documentary fee may not exceed a reasonable amount agreed to by the parties. This notice is required by law. [Option to insert Spanish translation of disclosure here.]	\$ _____
O. Other charges (Seller must identify who is paid and describe purpose)	
to _____ for _____	\$ _____
to _____ for _____	\$ _____
to _____ for _____	\$ _____
Total Itemized Charges upon which the Finance Charge is assessed	\$ _____ (4)
5. Total Unpaid Balance Plus Itemized Charges Upon which the Finance Charge is assessed. (3+4)	\$ _____ (5)
6. Total Sales Tax (Upon Which No Finance Charge is Assessed)	\$ _____ (6)
7. Amount Financed (5+6)	\$ _____ (7)
Finance Charge (Not Assessed Upon Sales Tax)	\$ _____

[Optional caption: Seller will pay taxes, title fee, license and registration fees, and part of the inspection program replacement fee to government agencies. Seller will retain the documentary fee and the deputy service fee. Seller may also retain part or all of the emissions inspection fee, insurance, service contracts, and other charges.]

[Note: A creditor may delete portions of the figure applicable to any insurance premiums or debt cancellation fees that are not financed in the contract and may also delete other inapplicable portions. Under item 4, a creditor may add a line for "other insurance paid to insurance company."]

Figure: 7 TAC §84.809(b)

MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT

(Optional: DATE _____)
 BUYER _____
 ADDRESS _____
 CITY _____ STATE _____ ZIP _____
 PHONE _____

SELLER/CREDITOR _____
 ADDRESS _____
 CITY _____ STATE _____ ZIP _____
 PHONE _____

The Buyer is referred to as "I" or "me." The Seller is referred to as "you" or "your." This contract may be transferred by the Seller.

PROMISE TO PAY

The credit price is shown below as the "Total Sales Price." The "Cash Price" is also shown below. By signing this contract, I choose to purchase the motor vehicle on credit according to the terms of this contract. I agree to pay you the Amount Financed, Finance Charge, and any other charges in this contract. I agree to make payments according to the Payment Schedule in this contract. If more than one person signs as a buyer, I agree to keep all the promises in this agreement even if the others do not.

I have thoroughly inspected, accepted, and approved the motor vehicle in all respects.

MOTOR VEHICLE IDENTIFICATION

Stock No.	Year	Make	Model	Vehicle Identification Number	License Number (if applicable)	<input type="checkbox"/> New <input type="checkbox"/> Demonstrator <input type="checkbox"/> Factory Official/Executive <input type="checkbox"/> Used	USE FOR WHICH PURCHASED
							<input type="checkbox"/> PERSONAL, FAMILY OR HOUSEHOLD <input type="checkbox"/> BUSINESS OR COMMERCIAL <input type="checkbox"/> AGRICULTURAL

Trade-in: Year _____ Make _____ Model _____ VIN _____ License No. _____

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost me.	Amount Financed The amount of credit provided to me or on my behalf.	Total of Payments The amount I will have paid after I have made all payments as scheduled.	Total Sale Price The total cost of my purchase on credit, including down payment of \$ _____
%	\$	\$	\$	\$

My Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due

Security: You will have a security interest in the motor vehicle being purchased.

Late Charge: [Sum of the periodic balances method:] (Option A:) If you do not receive my entire payment within 15 days after it is due (10 days if I am buying a heavy commercial vehicle), I will pay a late charge at the rate of _____% per year on the past due amount. The late charge on the past due amount will be earned from the due date to the date that it is paid. (Option B:) If you do not receive my entire payment within 15 days after it is due (10 days if I am buying a heavy commercial vehicle), I will pay a late charge of _____% of the scheduled payment. [Scheduled installment earnings or true daily earnings method:] (Option A:) If I do not pay my entire payment within 15 days after it is due (10 days if I am buying a heavy commercial vehicle), I will pay a late charge on the past due amount at the contract rate. (Option B:) If you do not receive my entire payment within 15 days after it is due (10 days if I am buying a heavy commercial vehicle), I will pay a late charge at the rate of _____% per year on the late amount. The late charge on the past due amount will be earned from the due date to the date that it is paid. (Option C:) If you do not receive my entire payment within 15 days after it is due (10 days if I am buying a heavy commercial vehicle), I will pay a late charge of _____% of the scheduled payment.

Prepayment: [True daily earnings method:] If I pay all that I owe early, I will not have to pay a penalty. [Sum of the periodic balances or scheduled installment earnings method:] I can pay all that I owe early. If I do so, I can get a refund of part of the Finance Charge.

Additional information: I will refer to this document for information about nonpayment, default, security interests, any required repayment in full before the scheduled date, and prepayment refunds.

ITEMIZATION OF AMOUNT FINANCED

1. Cash price [Optional additional description: "(including any accessories, services, and taxes)"] \$ _____ (1)

2. Downpayment =
 [If netting add: (if negative, enter "0" and see Line 4.A. below)]
 Gross trade-in \$ _____
 - payoff by Seller \$ _____
 = net trade-in \$ _____
 [If not netting add: (if negative enter "0" and see Line 4.A. below)]
 + cash \$ _____
 + Mfrs. Rebate \$ _____
 + other (describe) _____ \$ _____
 Total downpayment \$ _____ (2)

3. Unpaid balance of cash price (1 minus 2) \$ _____ (3)

4. Other charges including amounts paid to others on my behalf (Seller may keep part of these amounts):

A. Net trade-in payoff [Alternative caption: "prior credit or lease balance"] to _____ \$ _____

B. Cost of physical damage insurance paid to insurance company \$ _____

C. Cost of optional coverages with physical damage insurance paid to insurance company \$ _____

D. Cost of optional credit insurance paid to insurance company or companies
 Life \$ _____
 Disability \$ _____

E. Debt cancellation agreement fee paid to the Seller \$ _____

F. Official fees paid to government agencies \$ _____

G. Dealer's inventory tax [Optional addition: (if not included in cash price)] \$ _____

H. Sales tax [Optional addition: (if not included in cash price)] \$ _____

I. Other taxes [Optional addition: (if not included in cash price)] \$ _____

J. Government license and registration fees \$ _____

K. Government certificate of title fee \$ _____

L. Government vehicle inspection program replacement fee \$ _____

M. Vehicle emissions inspection fee \$ _____

N. Deputy service fee paid to dealer \$ _____

O. **Documentary fee. A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents relating to the sale. A documentary fee may not exceed a reasonable amount agreed to by the parties. This notice is required by law. [Option to insert Spanish translation of disclosure here.]** \$ _____

P. Other charges (Seller must identify who is paid and describe purpose)
 to _____ for _____ \$ _____
 to _____ for _____ \$ _____
 to _____ for _____ \$ _____
 \$ _____

Total other charges and amounts paid to others on my behalf \$ _____ (4)

5. **Amount Financed** (3 + 4) \$ _____ (5)

[Optional caption: Seller will pay taxes, title fee, license and registration fees, and the inspection program replacement fee to government agencies. Seller will retain the documentary fee and the deputy service fee. Seller may also retain part or all of the emissions inspection fee, insurance, service contracts, and other charges.]

[Note: A creditor may delete portions of the figure applicable to any insurance premiums or debt cancellation fees that are not financed in the contract and may also delete other inapplicable portions. Under item 4, a creditor may add a line for "other insurance paid to insurance company."]

<u>DEFERRED DOWNPAYMENT(S)</u>	
<u>AMOUNT</u>	<u>DATE DUE</u>

MODEL CLAUSE FOR PHYSICAL DAMAGE INSURANCE

PROPERTY INSURANCE: I must keep the collateral insured against damage or loss in the amount I owe. I must keep this insurance until I have paid all that I owe under this contract. I may obtain property insurance from anyone I want or provide proof of insurance I already have. The insurer must be authorized to do business in Texas. The maximum deductible is \$ _____. I agree to give you proof of property insurance. I must name you as the person to be paid under the policy in the event of damage or loss.

[Note: The following optional provisions are included for creditors who finance physical damage insurance. Creditors who do not routinely finance physical damage coverage, or who are not financing it in a particular transaction, may delete the remaining disclosures in this figure. A creditor may also delete those portions below that pertain to coverages it does not routinely finance, or that pertain to coverages that it is not financing in a particular transaction.]

If any insurance is included below, policies or certificates from the insurance company will describe the terms, conditions and deductibles.

A. *Physical damage insurance.* If you obtain physical damage insurance, the coverages, terms and premiums for these terms are set forth below.

Coverage	Term in Months	Premium
Collision	_____	<input type="checkbox"/> \$ _____
Comprehensive	_____	<input type="checkbox"/> \$ _____
Fire, Theft, and Combined Additional Coverage	_____	<input type="checkbox"/> \$ _____
Other	_____	<input type="checkbox"/> \$ _____

B. *Optional coverages with physical damage insurance.* If I have chosen this insurance, the premiums for the initial _____ month term are itemized below.

[Note: Alternatively, these optional coverages may be disclosed as part of Figure: 7 TAC §84.808(12).]

- \$ _____ Towing and Labor Costs Reimbursement \$ _____ Rental Reimbursement
 \$ _____ Other: _____

If the box next to a premium for an insurance coverage included above is marked, that premium is not fixed or approved by the Texas Insurance Commissioner. If the premium is for a required coverage, I have the option, for a period of 10 days from the date I receive a copy of this contract, of furnishing that coverage through existing policies of insurance or by obtaining like coverage from any insurance company authorized to do business in Texas.

I agree to purchase the above checked coverages.

Buyer's Signature: _____ Date: _____

MODEL CLAUSE FOR OPTIONAL INSURANCE COVERAGES AND DEBT CANCELLATION AGREEMENT

Optional insurance coverages and debt cancellation agreement. The granting of credit will not be dependent on the purchase of either the insurance coverages or the debt cancellation agreement described below. It will not be provided unless I sign and agree to pay the extra cost. ***[At creditor's option, the following may be added:]*** The credit approval process will not be affected by whether or not I buy these insurance coverages or the debt cancellation agreement. *[Note: If this form is used for commercial transactions, a creditor has the option to bold the language in the preceding paragraph.]*

Coverage	Term in Months	Premium or Fee
GAP*	_____	<input type="checkbox"/> \$ _____
Invol. Unemployment	_____	<input type="checkbox"/> \$ _____
Debt cancellation agreement**	_____	\$ _____
Liability Insurance	_____	<input type="checkbox"/> \$ _____
	\$ _____ per person	\$ _____ property damage
	\$ _____ per accident	

*If the motor vehicle is determined to be a total loss, GAP Insurance will pay you the difference between the proceeds of my basic collision policy and the amount I owe on the motor vehicle, minus my deductible. I can cancel that insurance without charge for 10 days from the date of this contract.

**YOU WILL CANCEL CERTAIN AMOUNTS I OWE UNDER THIS CONTRACT IN THE CASE OF A TOTAL LOSS OR THEFT OF THE VEHICLE AS STATED IN THE DEBT CANCELLATION AGREEMENT. I can cancel the debt cancellation agreement without charge for a period of 30 days from the date of this contract, or for the period stated in the debt cancellation agreement, whichever period ends later.

If the box next to a premium for an insurance coverage included above is marked, that premium is not fixed or approved by the Texas Insurance Commissioner. A debt cancellation agreement is not insurance and is regulated by the Office of Consumer Credit Commissioner.

For the premiums or fees included above, I want the related optional coverages and debt cancellation agreement.

Buyer's Signature: _____ Date: _____

[Note: A creditor who does not routinely finance optional coverages, or does not finance them in a particular transaction, may omit this figure. A creditor may also delete those portions of the figure that pertain to coverages it does not routinely finance, or that pertain to coverages that it is not financing in a particular transaction.]

MODEL CLAUSE FOR OPTIONAL CREDIT LIFE AND ACCIDENT AND HEALTH (DISABILITY) INSURANCE

Optional credit life and credit disability insurance. Credit life insurance and credit disability insurance are not required to obtain credit. They will not be provided unless I sign and agree to pay the extra cost. [At creditor's option, the following may be added:] My decision to buy or not buy these insurance coverages will not be a factor in the credit approval process.

Credit Life, one buyer \$ _____ Credit Life, both buyers \$ _____ Term _____
 Credit Disability, one buyer \$ _____ Credit Disability, both buyers \$ _____ Term _____

[Optional additional sentence for balloon payment contracts:] Credit Life Insurance is for the scheduled term of this contract. Credit Disability Insurance covers the first _____ payments and does not cover the last scheduled payment. [Optional additional language for true daily earnings method contracts:] Credit life insurance pays only the amount I would owe if I paid all my payments on time. Credit disability insurance does not cover any increase in my payment or in the number of payments.

If the term of the insurance is 121 months or longer, the premium is not fixed or approved by the Texas Insurance Commissioner.

I want the insurance indicated above.

Buyer's Signature: _____ Date: _____
Co-Buyer's Signature: _____ Date: _____

[Note: A creditor who does not routinely finance these coverages, or does not finance them in a particular transaction, may omit this figure. A creditor may also delete those portions of the figure that pertain to coverages it does not routinely finance, or that pertain to coverages that it is not financing in a particular transaction.]

LIABILITY INSURANCE

(OPTION A) THIS CONTRACT DOES NOT INCLUDE INSURANCE COVERAGE FOR PERSONAL LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS.

(OPTION B) UNLESS A CHARGE FOR LIABILITY INSURANCE IS INCLUDED IN THE ITEMIZATION OF AMOUNT FINANCED, LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT.

(OPTION C) UNLESS A CHARGE FOR LIABILITY INSURANCE IS INCLUDED IN THE ITEMIZATION OF AMOUNT FINANCED, ANY INSURANCE REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE COVERAGE FOR PERSONAL LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS.

Any change to this contract must be in writing. Both you and I must sign it. No oral changes to this contract are enforceable.

_____ Buyer _____ Co-Buyer

HOW YOU FIGURE THE FINANCE CHARGE

[Regular transaction using sum of the periodic balances method:] (Option A₁: Sales Tax Advance) You figure the Finance Charge using the add-on method as defined by the Texas Finance Commission Rule. Add-on Finance Charge is calculated on the full amount of the unpaid principal balance and added as a lump sum to the unpaid principal balance for the full term of the contract. (Option A₂: Sales Tax Advance) The Finance Charge will be calculated by using the add-on method. Add-on Finance Charge is calculated on the full amount of the unpaid principal balance and added as a lump sum to the unpaid principal balance for the full term of the contract. The add-on Finance Charge is calculated at a rate of \$ _____ per \$100.00 per year. This rate is not the same as the Annual Percentage Rate. (Option B: Deferred Sales Tax) The Finance Charge will be calculated by using the add-on method. Add-on Finance Charge is calculated on the full amount of the unpaid principal balance subject to a finance charge and added as a lump sum to the unpaid principal balance subject to a Finance Charge for the full term of the contract. The add-on finance charge is calculated at a rate of \$ _____ per \$100.00 per year. This rate is not the same as the Annual Percentage Rate.

[True daily earnings method:] (Option A₁: Sales Tax Advance) You figure the Finance Charge using the true daily earnings method as defined by the Texas Finance Code. Under the true daily earnings method, the Finance Charge will be figured by applying the daily rate to the unpaid portion of the Amount Financed for the number of days the unpaid portion of the Amount Financed is outstanding. The daily rate is 1/365th of the Annual Percentage Rate. The unpaid portion of the Amount Financed does not include late charges or returned check charges. (Option A₂: Sales Tax Advance) The contract rate is ____%. This contract rate may not be the same as the Annual Percentage Rate. You will figure the Finance Charge by applying the true daily earnings method as defined by the Texas Finance Code to the unpaid portion of the principal balance. The daily rate is 1/365th of the contract rate. The unpaid principal balance does not include the late charges or returned check charges. (Option B: Deferred Sales Tax) The contract rate is ____%. This contract rate may not be the same as the Annual Percentage Rate. You will figure the Finance Charge by applying the true daily earnings method as defined by the Texas Finance Code to the unpaid portion of the principal balance subject to a Finance Charge. The daily rate is 1/365th of the contract rate. The unpaid principal balance subject to a finance charge does not include the late charges, sales tax, or returned check charges.

[Scheduled installment earnings method:] (Option A₁: Sales Tax Advance) You figure the Finance Charge using the scheduled installment earnings method as defined by the Texas Finance Code. Under the scheduled installment earnings method, the Finance Charge is figured by applying the daily rate to the unpaid portion of the Amount Financed as if each payment will be made on its scheduled payment date. The daily rate is 1/365th of the Annual Percentage Rate. The unpaid portion of the Amount Financed does not include late charges or returned check charges. (Option A₂: Sales Tax Advance) The contract rate is ____%. This contract rate may not be the same as the Annual Percentage Rate. You will figure the Finance Charge by applying the scheduled installment earnings method as defined by the Texas Finance Code to the unpaid portion of the principal balance. You based the Finance Charge, Total of Payments, and Total Sale Price as if all payments were made as scheduled. The unpaid principal balance does not include the late charges or returned check charges. (Option B: Deferred Sales Tax) The contract rate is ____%. This contract rate may not be the same as the Annual Percentage Rate. You figured the Finance Charge by applying the scheduled installment earnings method as defined by the Texas Finance Code to the unpaid portion of the principal balance subject to a Finance Charge. You based the Finance Charge, Total of Payments, and Total Sale Price as if all payments were made as scheduled. The unpaid principal balance subject to a Finance Charge does not include the late charges, sales tax, or returned check charges.

CONSUMER WARNING

[Scheduled Installment Earnings Method:] Notice to the buyer - I will not sign this contract before I read it or if it contains any blank spaces. I am entitled to a copy of the contract I sign. Under the law, I have the right to pay off in advance all that I owe and under certain conditions may obtain a partial refund of the finance charge. I will keep this contract to protect my legal rights.

[True Daily Earnings Method:] Notice to the buyer - I will not sign this contract before I read it or if it contains any blank spaces. I am entitled to a copy of the contract I sign. Under the law, I have the right to pay off in advance all that I owe and under certain conditions may save a portion of the finance charge. I will keep this contract to protect my legal rights.

BUYER'S ACKNOWLEDGEMENT OF CONTRACT RECEIPT

(OPTION A: **If the buyer's signature is dated**) I AGREE TO THE TERMS OF THIS CONTRACT. WHEN I SIGN THE CONTRACT, I WILL RECEIVE THE COMPLETED CONTRACT. IF NOT, I UNDERSTAND THAT A COPY WILL BE MAILED TO ME WITHIN A REASONABLE TIME.

(OPTION B: **If the buyer's signature is not dated**) I AGREE TO THE TERMS OF THIS CONTRACT. I CONFIRM THAT BEFORE I SIGNED THIS CONTRACT, YOU GAVE IT TO ME, AND I WAS FREE TO TAKE IT AND REVIEW IT. I RECEIVED THE COMPLETED CONTRACT ON _____ (MO.) (DAY) (YR.)

(OPTION C: **If the buyer's signature is not dated**) I SIGNED THIS CONTRACT ON _____ AND A COPY WILL BE MAILED TO ME WITHIN A REASONABLE TIME.

(OPTION D: **If the buyer's signature is dated or not dated**) I AGREE TO THE TERMS OF THIS CONTRACT AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF IT. I CONFIRM THAT BEFORE I SIGNED THIS CONTRACT, YOU GAVE IT TO ME, AND I WAS FREE TO TAKE IT AND REVIEW IT.

_____	_____	_____	_____
Buyer	Date	Seller	Date
_____	_____		
Co-Buyer	Date		

THIS CONTRACT IS NOT VALID UNTIL YOU AND I SIGN IT.

OCCC NOTICE. For questions or complaints about this contract, contact (insert name of creditor) at (insert creditor's phone number and, at creditor's option, one or more of the following: mailing address, fax number, website, e-mail address). The Office of Consumer Credit Commissioner (OCCC) is a state agency, and it enforces certain laws that apply to this contract. If a complaint or question cannot be resolved by contacting the creditor, consumers can contact the OCCC to file a complaint or ask a general credit-related question. OCCC address: 2601 N. Lamar Blvd., Austin, Texas 78705. Phone: (800) 538-1579. Fax: (512) 936-7610. Website: occc.texas.gov. E-mail: consumer.complaints@occc.texas.gov.

OTHER TERMS AND CONDITIONS

[Sum of the periodic balances method and scheduled installment earnings method:] HOW YOU CALCULATE MY FINANCE CHARGE REFUND IF I PREPAY If I prepay in full, I may be entitled to a refund of part of the Finance Charge. **[Sum of the periodic balances method:]** You will figure the Finance Charge refund by using the sum of the periodic balances method as defined by the Texas Finance Commission rule. (Optional: You will figure the Finance Charge refund using the sum of the periodic balances method as defined by the Texas Finance Commission rule. The Finance Charge Refund will be computed upon the entire Finance Charge minus the Acquisition Cost. I will not get a refund if it is less than \$1.00.) (Additional Option for heavy commercial vehicle: You will figure the Finance Charge refund using the sum of the periodic balances method as defined by the Texas Finance Commission rule. The Finance Charge refund will be computed based upon the entire Finance Charge calculated using the sum of the periodic balances method. Then you will subtract the Acquisition Cost from that amount. I will not get a refund if it is less than \$1.00.) **[Scheduled installment earnings method:]** You will figure the Finance Charge refund by the scheduled installment earnings method as defined by the Texas Finance Commission rule. (Optional clause for sales tax advance: You will figure my refund by deducting earned finance charges from the total Finance Charge. You will figure earned finance charges by applying a daily rate to the unpaid principal balance as if I paid all my payments on the date due. If I prepay between payment due dates, you will figure earned finance charges for the partial payment period. You do this by counting the number of days from the due date of the prior payment through the date I prepay. You then multiply that number of days times the daily rate. The daily rate is 1/365th of the Annual Percentage Rate. You will also add the acquisition cost of \$25 (or \$150 for a heavy commercial vehicle) to the earned finance charge, so long as the total of the earned finance charge and the acquisition cost does not exceed the total Finance Charge disclosed in the contract. I will not get a refund if it is less than \$1.00.) (Optional clause for deferred sales tax: You will figure my refund by deducting earned finance charges from the total Finance Charge. You will figure earned finance charges by applying a daily rate to the unpaid principal balance subject to a finance charge as if I paid all my payments on the date due. If I prepay between payment due dates, you will figure earned finance charges for the partial payment period. You do this by counting the number of days from the due date of the prior payment through the date I prepay. You then multiply that number of days times the daily rate. The daily rate is 1/365th of the contract rate shown on the contract. You will also add the acquisition cost of \$25 (or \$150 for a heavy commercial vehicle) to the earned finance charge, so long as the total of the earned finance charge and the acquisition cost does not exceed the total Finance Charge disclosed in the contract. I will not get a refund if it is less than \$1.00.) **[Flexible contract forms designed to accommodate alternative methods:]** You will figure the Finance Charge refund using the sum of the periodic balances method as defined by the Texas Finance Commission rule if: this contract is a Regular Payment Contract as defined by the Texas Finance Commission rule, and this contract does not have a term greater than 61 months. If this contract is not a Regular Payment Contract or if it has a term greater than 61 months, you will figure the Finance Charge refund using the scheduled installment earnings method as defined by the Texas Finance Commission rule. I will not get a refund if it is less than \$1.00.

HOW YOU WILL APPLY MY PAYMENTS **[True daily earnings method:]** You will apply my payments in the following order:

1. earned but unpaid finance charge; and
2. anything else I owe under this agreement.

HOW LATE OR EARLY PAYMENTS CHANGE WHAT I MUST PAY [True daily earnings method:] You based the Finance Charge, Total of Payments, and Total Sale Price as if all payments were made as scheduled. If I do not timely make all my payments in at least the correct amount, I will have to pay more Finance Charge and my last payment will be more than my final scheduled payment. If I make scheduled payments early, my Finance Charge will be reduced (less). If I make my scheduled payments late, my Finance Charge will increase.

INTEREST AFTER MATURITY [Scheduled installment earnings or sum of the periodic balances method:] If I don't pay all I owe when the final payment becomes due, or I do not pay all I owe if you demand payment in full under this contract, I will pay an interest charge on the amount that is still unpaid. That interest charge will be the higher rate of 18% per year or the maximum rate allowed by law, if that rate is higher. The interest charge for this amount will begin the day after the final payment becomes due.

SPECIAL PROVISIONS FOR BALLOON PAYMENT CONTRACTS A balloon payment is a scheduled payment more than twice the amount of the average of my scheduled payments, other than the downpayment, that are due before the balloon payment.

(Paying the balloon payment under Texas Finance Code §348.123(a)) I can pay all I owe when the balloon payment is due and keep my motor vehicle.

(Option A: Refinancing the balloon payment) If I buy the motor vehicle primarily for personal, family, or household use, I can enter into a new written agreement to refinance the balloon payment when due without a refinancing fee. If I refinance the balloon payment, my periodic payments will not be larger or more often than the payments in this contract. The annual percentage rate in the new agreement will not be more than the Annual Percentage Rate in this contract. This provision does not apply if my Payment Schedule has been adjusted to my seasonal or irregular income.

(Option B: Special right to refinance balloon payment under Texas Finance Code §348.123(b)(5)(b)(iii)) I can enter into a new agreement to refinance my last installment if I am not in default. I can refinance at an annual percentage rate up to 5 points greater than the Annual Percentage Rate shown in this contract. The rate will not be more than applicable law allows. The new agreement will allow me to refinance the last installment for at least 24 months with equal monthly payments. You and I can also agree to refinance the last installment over another time period or on a different payment schedule.

AGREEMENT TO KEEP MOTOR VEHICLE INSURED I agree to have physical damage insurance covering loss or damage to the vehicle for the term of this contract. The insurance must cover your interest in the vehicle. The insurer must be authorized to do business in Texas. (Optional Provisions: The insurance must include collision coverage and either comprehensive or fire, theft, and combined additional coverage. The maximum deductible is \$ _____.)

YOUR RIGHT TO PURCHASE REQUIRED INSURANCE IF I FAIL TO KEEP THE MOTOR VEHICLE INSURED If I fail to give you proof that I have insurance, you may buy physical damage insurance. You may buy insurance that covers my interest and your interest in the motor vehicle, or you may buy insurance that covers your interest only. I will pay the premium for the insurance and a finance charge at the contract rate. If you obtain collateral protection insurance, you will mail notice to my last known address shown in your file.

PHYSICAL DAMAGE INSURANCE PROCEEDS I must use physical damage insurance proceeds to repair the motor vehicle, unless you agree otherwise in writing. However, if the motor vehicle is a total loss, I must use the insurance proceeds to pay what I owe you. I agree that you can use any proceeds from insurance to repair the motor vehicle, or you may reduce what I owe under this contract. If you apply insurance proceeds to the amount I owe, they will be applied to my payments in the reverse order of when they are due. If my insurance on the motor vehicle or credit insurance doesn't pay all I owe, I must pay what is still owed. Once all amounts owed under this contract are paid, any remaining proceeds will be paid to me.

RETURNED INSURANCE PREMIUMS AND SERVICE CONTRACT CHARGES [True daily earnings method:] If you get a refund on insurance or service contracts, or other contracts included in the cash price, you will subtract it from what I owe. Once all amounts owed under this contract are paid, any remaining refunds will be paid to me. [Scheduled installment earnings method or sum of the periodic balances:] If you get a refund of insurance or service contract charges, you will apply it and the unearned finance charges on it in the reverse order of the payments to as many of my payments as it will cover. Once all amounts owed under this contract are paid, any remaining refunds will be paid to me.

APPLICATION OF CREDITS Any credit that reduces my debt will apply to my payments in the reverse order of when they are due, unless you decide to apply it to another part of my debt. The amount of the credit and all finance charge or interest on the credit will be applied to my payments in the reverse order of my payments.

TRANSFER OF RIGHTS You may transfer this contract to another person. That person will then have all your rights, privileges, and remedies.

SECURITY INTEREST To secure all I owe on this contract and all my promises in it, I give you a security interest in:

- the motor vehicle including all accessories and parts now or later attached (Optional: and any other goods financed in this contract);
- all insurance proceeds and other proceeds received for the motor vehicle;
- any insurance policy, service contract or other contract financed by you and any proceeds of those contracts; and
- any refunds of charges included in this contract for insurance, or service contracts.

This security interest also secures any extension or modification of this contract. The certificate of title must show your security interest in the motor vehicle.

USE AND TRANSFER OF THE MOTOR VEHICLE I will not sell or transfer the motor vehicle without your written permission. If I do sell or transfer the motor vehicle, this will not release me from my obligations under this contract, and you may charge me a transfer of equity fee of \$25 (\$50 for a heavy commercial vehicle). I will promptly tell you in writing if I change my address or the address where I keep the motor vehicle. I will not remove the motor vehicle (Optional: motor vehicle or other collateral) from Texas for more than 30 days unless I first get your written permission.

CARE OF THE MOTOR VEHICLE I agree to keep the motor vehicle free from all liens and claims except those that secure this contract. I will timely pay all taxes, fines, or charges pertaining to the motor vehicle. I will keep the motor vehicle in good repair. I will not allow the motor vehicle to be seized or placed in jeopardy or use it illegally. I must pay all I owe even if the motor vehicle is lost, damaged or destroyed. If a third party takes a lien or claim against or

possession of the motor vehicle, you may pay the third party any cost required to free the motor vehicle from all liens or claims. You may immediately demand that I pay you the amount paid to the third party for the motor vehicle. If I do not pay this amount, you may repossess the motor vehicle and add that amount to the amount I owe. If you do not repossess the motor vehicle, you may still demand that I pay you, but you cannot compute a finance charge on this amount.

DEFAULT I will be in default if:

- I do not pay any amount when it is due;
- I break any of my promises in this agreement;
- I allow a judgment to be entered against me or the collateral; or
- I file bankruptcy, bankruptcy is filed against me, or the motor vehicle becomes involved in a bankruptcy.

If I default, you can exercise your rights under this contract and your other rights under the law.

LATE CHARGE I will pay you a late charge as agreed to in this contract when it accrues.

REPOSSESSION If I default, you may repossess the motor vehicle from me if you do so peacefully. If any personal items are in the motor vehicle, you can store them for me and give me written notice at my last address shown on your records within 15 days of discovering that you have my personal items. If I do not ask for these items back within 31 days from the day you mail or deliver the notice to me, you may dispose of them as applicable law allows. Any accessory, equipment, or replacement part stays with the motor vehicle.

MY RIGHT TO REDEEM If you take my motor vehicle, you will tell me how much I have to pay to get it back. If I do not pay you to get the motor vehicle back, you can sell it or take other action allowed by law. My right to redeem ends when the motor vehicle is sold or you have entered into a contract for sale or accepted the collateral as full or partial satisfaction of a contract.

DISPOSITION OF THE MOTOR VEHICLE If I don't pay you to get the motor vehicle back, you can sell it or take other action allowed by law. If you sell the motor vehicle in a public or private sale, you will send me notice at least 10 days before you sell it. You can use the money you get from selling it to pay allowed expenses and to reduce the amount I owe. Allowed expenses are expenses you pay as a direct result of taking the motor vehicle, holding it, preparing it for sale, and selling it. If any money is left, you will pay it to me unless you must pay it to someone else. If the money from the sale is not enough to pay all I owe, I must pay the rest of what I owe you plus interest. If you take or sell the motor vehicle, I will give you the certificate of title and any other document required by state law to record transfer of title.

COLLECTION COSTS If you hire an attorney who is not your employee to enforce this contract, I will pay reasonable attorney's fees and court costs as the applicable law allows.

CANCELLATION OF OPTIONAL INSURANCE AND SERVICE CONTRACTS This contract may contain charges for insurance or service contracts or for services included in the cash price. If I default, I agree that you can claim benefits under these contracts to the extent allowable, and terminate them to obtain refunds of unearned charges to reduce what I owe or repair the motor vehicle.

YOUR RIGHT TO DEMAND PAYMENT IN FULL If I default, or you believe in good faith that I am not going to keep any of my promises, you can demand that I immediately pay all that I owe. You don't have to give me notice that you are demanding or intend to demand immediate payment of all that I owe.

IF YOU DEMAND I PAY ALL I OWE [Sum of the periodic balances method or scheduled installment earnings method:] If you demand that I pay you all that I owe, you will give me a credit of part of the Finance Charge as if I had prepaid in full.

SERVICING AND COLLECTION CONTACT You may try to contact me at any mailing address, e-mail address, or phone number I give you, as the law allows. You may try to contact me in writing (including mail, e-mail, and text messages) and by phone (including prerecorded or artificial voice messages and automatic telephone dialing systems).

RETURNED CHECK FEE I agree to pay you a fee of up to \$30 for a returned check. You can add the fee to the amount I owe or collect it separately.

INTEGRATION AND SEVERABILITY CLAUSE This contract contains the entire agreement between you and me relating to the sale and financing of the motor vehicle. If any part of this contract is not valid, all other parts stay valid.

LEGAL LIMITATIONS ON YOUR RIGHTS If you don't enforce your rights every time, you can still enforce them later. You will exercise all of your rights in a lawful way. I don't have to pay finance charge or other amounts that are more than the law allows. This provision prevails over all other parts of this contract and over all your other acts.

APPLICABLE LAW Federal law and Texas law apply to this contract.

SELLER'S DISCLAIMER OF WARRANTIES Unless the seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the seller makes no warranties, express or implied, on the motor vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This provision does not affect any warranties covering the motor vehicle that the motor vehicle manufacturer may provide.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER. (This provision applies to this contract only if the motor vehicle financed in the contract was purchased for personal, family, or household use.)

The rates of this contract are negotiable. The seller may assign or otherwise sell this contract and receive a discount or other payment for the difference between the rate, charges, or balance.

In this box only, the word "you" refers to the Buyer.

Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.
Spanish Translation:

Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

Table 1. Penalty Guideline

Rule	General Description	Guideline Minimum Penalty Amount or Range
DIVISION 1. GENERAL		
§4.101 Prevention of Pollution		
16 TAC §4.101(a)	Pollution of surface or subsurface water	\$2,500 to \$10,000
§4.102 Responsibility for Oil and Gas Wastes		
16 TAC §4.102(a)(1)(2)(3)	Failure to provide and perform field testing as required by the Commission	\$2,500
16 TAC §4.102(b)(c)(d)(f)(1)(2)	Failure to utilize the services of a carrier with a valid permit	\$2,500
16 TAC §4.102(g)	Manage oil and gas wastes in a manner that violates Commission rules.	\$2,500
§4.103 Prohibited Waste Management Methods		
16 TAC §4.103(a)	Manage oil and gas wastes without a permit.	\$2,500
16 TAC §4.103(b)	Improper disposal of oil and gas waste; enhance for actual or threatened pollution: Dry pit area	\$500 base penalty plus \$0.30/sq.ft.
16 TAC §4.103(b)	Improper disposal of oil and gas waste; enhance for actual or threatened pollution: Wet pit area	\$500 base penalty plus \$0.50/sq.ft.
16 TAC §4.103(c)(d)(e)(f)	Use of prohibited pits: Fresh water pit area	\$2,500 base plus \$0.25/sq.ft.
16 TAC §4.103(c)(d)(e)(f)	Use of prohibited pits: Salt water or other fluid area	\$2,500 base plus \$0.75/sq.ft.
DIVISION 3. OPERATIONS AUTHORIZED BY RULE		
§4.111 Authorized Disposal Methods for Certain Wastes		
16 TAC §4.111(a)(b)(c)(d)	Improper waste disposal method for water condensate, inert oil and gas, low chloride water-based drilling fluid, and other oil and gas wastes that pertain land apply and landfarming	\$2,500
16 TAC §4.111(d)(4)	Failure to maintains documentation for 3 years demonstrating closure requirements have been met	\$1,000
§4.112 Authorized Recycling		
16 TAC §4.112 (a)(1)	Improper use of the recycled treated fluid	\$2,500

16 TAC §4.112(a)(3)	Recycling of unauthorized oil and gas waste	\$2,500
	§4.113 Authorized Pits	
16 TAC §4.113(a)	Failure to maintain authorized pits in compliance with the Commission	\$5,000
16 TAC §4.113(e)(5)	Improper use of pits other than what they are designated for	\$2,500
	§4.114 Schedule A Authorized Pits	
16 TAC §4.114(1)(A)	Reserve pits: Fresh water pit area	\$2,500 base plus \$0.25/sq.ft.
16 TAC §4.114(1)(A)	Reserve pits: Salt water or other fluid area	\$2,500 base plus \$0.75/sq.ft.
16 TAC §4.114(1)(B)(2)(A)(B)(i)(ii)	Workover and other pits: Dry	\$2,500
16 TAC §4.114(1)(B)(2)(A)(B)(i)(ii)	Workover and other pits: Wet	\$5,000
	§4.115 Schedule B Authorized Pits	
16 TAC §4.115	Produced water pit: Fresh water pit area	\$2,500 base plus \$0.25/sq.ft.
16 TAC §4.115	Produced water pit: Salt water or other fluid area	\$2,500 base plus \$0.75/sq.ft.
DIVISION 4. REQUIREMENTS FOR ALL PERMITTED WASTE MANAGEMENT OPERATIONS		
	§4.122 Permit Renewals, Transfers, and Amendments	
16 TAC §4.122(b)(1)	Failure to apply for a renewal, transfer or amendments permits within Commission's time frames.	\$1,000
	§4.123 Permit Modification, Suspension, and Termination	
16 TAC §4.123(b)(4)	The permittee has violated the terms and conditions of the permit or Commission rules	\$5,000
16 TAC §4.123(b)(9)	The permittee failed to give the notice required by the Commission during the permit issuance, amendment, or renewal process	\$1,000
	§4.128 Design and Construction	
16 TAC §4.128(b)(1)	Failure to only accept waste transported and delivered by a Commission-permitted waste hauler	\$2,500
	§4.129 Operation	

16 TAC §4.129(b)(1)	Failure to receive only authorized waste	\$2,500
16 TAC §4.129(b)(2)	Treated or untreated, waste placed directly on the ground	\$2,500
16 TAC §4.129(b)(3)	Failure to maintained storage tanks, equipment, and on-site containment in a leak-free condition	\$2,500
16 TAC §4.129(b)(4)	Failure to dispose spill of waste, chemical, or any other material within 24 hours in an authorized manner	\$2,500
	§4.130 Reporting	
16 TAC §4.130 (d)	Failure to submit of monthly, quarterly, semi-annual, or annual reports, containing all requested information within the Commission's timeframe	\$1,000
	§4.131 Monitoring	
16 TAC §4.131 (b)(4)(D)	Failure to report or indicate potential pollution, or the potential failure of the liner system to the Commission	\$2,500
	§4.132 Closure	
16 TAC §4.132 (a)(b)(1)(2)(A)(B)(C)(D)(E) (F)	Failure to follow recommended closure procedures	\$2,500
DIVISION 5. ADDITIONAL REQUIREMENTS FOR COMMERCIAL FACILITIES		
	§4.142 Operating Requirements Applicable to Commercial Facilities	
16 TAC §4.142(c)	Failure to develop and maintain a stormwater management plan to prevent stormwater from running onto the facility	\$2,500
DIVISION 6. ADDITIONAL REQUIREMENTS FOR PERMITTED PITS		
	§4.150 Additional Requirements Applicable to Permitted Pits	
16 TAC §4.150(e)	Failure to comply with containment requirements to prevent pollution of surface or subsurface water	\$2,500
16 TAC §4.150(f)	Failure to report unauthorized release of oil and gas waste, treated fluid, or other substances from any pit	\$2,500
	§4.151 Design and Construction of Permitted Pits	
16 TAC §4.151(b)(1)	Failure to comply with sign requirements.	\$1,000
16 TAC §4.151(b)(2)	Failure to comply with freeboard requirements	\$2,500
16 TAC §4.151(b)(3)	Failure to comply with liner requirements	\$2,500
16 TAC §4.151(b)(3)(A)	Failure to maintain the integrity of the liner	\$2,500

16 TAC §4.151(b)(3)(C)	Brine pit permitted not constructed with a primary and secondary liner and a leakage detection system	\$2,500
§4.152 Monitoring of Permitted Pits		
16 TAC §4.152(a)(2)	Failure to install appropriate leak detection system	\$2,500
16 TAC §4.152(b)(3)(A)(B)	Failure to monitor and report and repair all pits for liner failure	\$2,500
§4.153 Commercial Disposal Pits		
16 TAC §4.153(c)	Failure to monitor the pits after a post-closure period of no less than five years	\$2,500
§4.154 Closure of Permitted Pits		
16 TAC §4.154(1)	Failure to dewater and empty the pit within 120 days of cessation of use	Dry: \$2,500 base plus \$0.25 sq. ft.; wet: \$2,500 base plus \$0.75 sq. ft.
16 TAC §4.154(2)	Failure to backfill and compacted the pit in a timely manner	Dry: \$2,500 base plus \$0.25 sq. ft.; wet: \$2,500 base plus \$0.75 sq. ft.
16 TAC §4.154(3)	Failure to reseeded with vegetation natural to the region after closure	\$1,000
DIVISION 7. ADDITIONAL REQUIREMENTS FOR LANDFARMING		
§4.161 Design and Construction Requirements for Landfarming and Landtreating Permits		
16 TAC §4.161(a)	Failure to obtain a Landfarm permit	\$5,000
§4.162 Operating Requirements for Landfarming and Landtreating Permits		
16 TAC §4.162(a) (b)	Failure comply and follow the operating requirements for Landfarm permit	\$5,000
§4.163 Monitoring		
16 TAC §4.163(a)(b)(c)(d)(e)	Failure to collect, test, monitor, analyze, remediate according to the requirements in the permit.	\$1,000
§4.164 Closure		
16 TAC §4.164(a)	Failure to notify the Commission at least 45 days prior to commencing closure activities	\$1,000
DIVISION 8. ADDITIONAL REQUIREMENTS FOR RECLAMATION PLANTS		

	§4.170 Additional Requirements for Reclamation Plants	
16 TAC §4.170(a) (9)	Failure to obtain a permit to reclaim unrefined hydrocarbons recovered from drilling mud	\$5,000
	§4.171 Standard Permit Provisions	
16 TAC §4.171(b)	Failure to renew, transfer, or amend reclamation plant permits	\$2,500
16 TAC §4.171(g)	Improper monitoring of a reclamation plant	\$2,500
16 TAC §4.171(h)	Use of a satellite facility which is prohibited	\$2,500
16 TAC §4.171(i)	Unpermitted reclamation using tanks	\$2,500
	§4.172. Minimum Permit Provisions for Operations	
16 TAC §4.172(a)(1)	Failure to use authorized permit methods to reclaim tank bottoms and other oil and gas wastes	\$2,500
	§4.173 Minimum Permit Provisions for Reporting	
16 TAC §4.173(d)	Failure to obtain a minor permit and provide an analysis of the disposable material to be performed	\$1,000
DIVISION 9. MISCELLANEOUS PERMITS		
	§4.181 Emergency Permits	
16 TAC §4.181(a)	Failure to apply for emergency permit to prevent the waste of oil, gas, or geothermal resources and/or pollution	\$1,000
	§4.184 Permitted Recycling	
16 TAC §4.184(b)	Failure to recycle in accordance with Subchapter B of this title (relating to Commercial Recycling)	\$1,000
DIVISION 10. REQUIREMENTS FOR OIL AND GAS WASTE TRANSPORTATION		
	§4.190 Oil and Gas Waste Characterization and Documentation	
16 TAC §4.190(a)	Failure to characterizing and documenting the waste prior to transportation	\$1,000
	§4.193 Oil and Gas Waste Haulers	
16 TAC §4.193(a)	Hauling oil and gas waste without a valid waste hauler permit, and/or commingling other oil and gas wastes via vehicle	\$2,500

16 TAC §4.193(b)(1)(2)	Failure to hold necessary permits for wastes excluded from this section	\$1,000
16 TAC §4.193(e) (1)(2)(3)(4)(5)(6)(7)(8) (9)(10)(11)	Failure to operate in strict compliance with the instructions and conditions stated in the oil and gas waste hauler permit	\$2,500

Figure: 16 TAC §4.107(f)

Table 2. Calculation of Additional Guideline Penalty Amounts for Violations of 16 Tex. Admin. Code Chapter 4, relating Prevention of Pollution Cancellation of Certificate of Compliance; Severance

Length of Violation Low: < 3 mos. Medium: High: > 1 yr.	Production Value Low: < \$5,000 Medium: High: > \$100,000	Unresolved Severances Low: < 2 Medium: High: > 6	Basis of Severance N: non-pollution related Y: pollution related	Factor
low	low	low	N	1.0
low	low	medium	N	1.5
low	low	high	N	1.5
low	medium	low	N	1.5
low	medium	medium	N	3.5
low	medium	high	N	5.0
low	high	low	N	4.5
low	high	medium	N	7.0
low	high	high	N	7.5
medium	low	low	N	1.5
medium	low	medium	N	2.5
medium	low	high	N	3.5
medium	medium	low	N	3.5
medium	medium	medium	N	5.0
medium	medium	high	N	8.0
medium	high	low	N	8.5
medium	high	medium	N	9.0
medium	high	high	N	10.0
high	low	low	N	2.5
high	low	medium	N	3.5
high	low	high	N	3.5
high	medium	low	N	4.5
high	medium	medium	N	7.5
high	medium	high	N	8.0
high	high	low	N	10.0
high	high	medium	N	10.0
high	high	high	N	10.0
low	low	low	Y	1.5
low	low	medium	Y	2.0
low	low	high	Y	2.5
low	medium	low	Y	3.0
low	medium	medium	Y	5.0
low	medium	high	Y	7.5
low	high	low	Y	5.0
low	high	medium	Y	8.0
low	high	high	Y	8.5
medium	low	low	Y	2.0

medium	low	medium	Y	3.5
medium	low	high	Y	7.0
medium	medium	low	Y	7.0
medium	medium	medium	Y	7.5
medium	medium	high	Y	8.5
medium	high	low	Y	9.0
medium	high	medium	Y	9.5
medium	high	high	Y	10.0
high	low	low	Y	3.0
high	low	medium	Y	4.0
high	low	high	Y	5.0
high	medium	low	Y	5.0
high	medium	medium	Y	8.5
high	medium	high	Y	9.0
high	high	low	Y	10.0
high	high	medium	Y	10.0
high	high	high	Y	10.0

Figure 1: 16 TAC §4.107(g)

Table 3. Penalty Enhancements

Evidentiary Factors	Threatened or Actual Pollution	Safety Hazard	Severity of Violation
Agricultural land or sensitive wildlife Habitat	\$1,000 to \$5,000		
Endangered or threatened species	\$2,000 to \$10,000		
Bay, estuary or marine habitat	\$5,000 to \$25,000		
Minor surface and subsurface water source (minor aquifers designated by the Texas Water Development Board, intermittent or dry watercourses, navigable or non-navigable, and including the beds and banks of all watercourses and bodies of surface water, that are wholly or partially inside or bordering the state or inside the jurisdiction of the state)	\$2,500 to \$7,500		
Major surface and subsurface water source (major aquifers designated by the Texas Water Development Board, lakes, ponds, impounding reservoirs, springs, rivers, streams, creeks, marshes, wetlands, inlets, canals, the Gulf of Mexico inside the territorial limits of the state, and all other bodies of surface water, natural or artificial, inland or coastal, fresh, saline, or salt, navigable or non-navigable, and including the beds and banks of all watercourses and bodies of surface water, that are wholly or partially inside or bordering the state or inside the jurisdiction of the state)	\$5,000 to \$25,000		
Impacted residential/public areas		\$1,000 to \$15,000	
Hazardous material release		\$2,000 to \$25,000	
Reportable incident/accident		\$5,000 to \$25,000	
Well in H ₂ S field		up to \$10,000	
Time out of compliance			\$100 to \$2,000 / month
Reckless conduct of operator			double total penalty
Intentional conduct of operator			triple total penalty

Figure 2: 16 TAC §4.107(g)

Table 4. Penalty Enhancements based on total amount of prior penalties within seven years

Total administrative penalties assessed in the seven years prior to action	Enhancement amount
Less than \$10,000	\$1,000
Between \$10,000 and \$25,000	\$2,500
Between \$25,000 and \$50,000	\$5,000
Between \$50,000 and \$100,000	\$10,000
Over \$100,000	10% of total amount

Table 5. Penalty Calculation Worksheet

	Rule	General Description	Guideline Minimum Penalty Amount or Range	Penalty Tally
		§4.101. Prevention of Pollution		
1	16 TAC §4.101(a)	Pollution of surface or subsurface water	\$2,500 to \$10,000	\$
		§4.102. Responsibility for Oil and Gas Wastes		
2	16 TAC §4.102(a)(1)(2)(3)	Failure to provide and perform field testing as required by the Commission	\$2,500	\$
3	16 TAC §4.102(b)(c)(d)(f)(1)(2)	Failure to utilize the services of a carrier with a valid permit	\$2,500	\$
4	16 TAC §4.102(g)	Manage oil and gas wastes in a manner that violates Commission rules.	\$2,500	\$
		§4.103. Prohibited Waste Management Methods		
5	16 TAC §4.103(a)	Manage oil and gas wastes without a permit.	\$2,500	\$
6	16 TAC §4.103(b)	Improper disposal of oil and gas waste; enhance for actual or threatened pollution: Dry pit area	\$500 base penalty plus \$0.30/sq.ft.	\$
7	16 TAC §4.103(b)	Improper disposal of oil and gas waste; enhance for actual or threatened pollution: Wet pit area	\$500 base penalty plus \$0.50/sq.ft.	\$
8	16 TAC §4.103(c)(d)(e)(f)	Use of prohibited pits: Fresh water pit area	\$2,500 base plus \$0.25/sq.ft.	\$
9	16 TAC §4.103(c)(d)(e)(f)	Use of prohibited pits: Salt water or other fluid area	\$2,500 base plus \$0.75/sq.ft.	\$
		§4.111. Authorized Disposal Methods for Certain Wastes		
10	16 TAC §4.111(a)(b)(c)(d)	Improper waste disposal method for water condensate, inert oil and gas, low chloride water-based drilling fluid, and other oil and gas wastes that pertain land apply and landfarming	\$2,500	\$
11	16 TAC §4.111(d)(4)	Failure to maintains documentation for 3 years demonstrating closure requirements have been met	\$1,000	\$
		§4.112. Authorized Recycling		\$
12	16 TAC §4.112 (a)(1)	Improper use of the recycled treated fluid	\$2,500	\$
13	16 TAC §4.112 (a)(3)	Recycling of unauthorized oil and gas waste	\$2,500	\$

§4.113. Authorized Pits				
14	16 TAC §4.113(a)	Failure to maintain authorized pits in compliance with the Commission	\$5,000	\$
15	16 TAC §4.113 (e)(5)	Improper use of pits other than what they are designated for	\$2,500	\$
§4.114. Schedule A Authorized Pits				
16	16 TAC §4.114(1)(A)	Reserve pits: Fresh water pit area	\$2,500 base plus \$0.25/sq. ft.	\$
17	16 TAC §4.114(1)(A)	Reserve pits: Salt water or other fluid area	\$2,500 base plus \$0.75/sq. ft.	\$
18	16 TAC §4.114(1)(B)(2)(A)(B)(i)(ii)	Workover and other pits: Dry	\$2,500	\$
19	16 TAC §4.114(1)(B)(2)(A)(B)(i)(ii)	Workover and other pits: wet	\$5,000	\$
§4.115. Schedule B Authorized Pits				
20	16 TAC §4.115	Produced water pit: Fresh water pit area	\$2,500 base plus \$0.25/sq.ft.	
21	16 TAC §4.115	Produced water pit: Salt water or other fluid area	\$2,500 base plus \$0.75/sq.ft	
§4.122. Permit Renewals, Transfers, and Amendments				
22	16 TAC §4.122(b)(1)	Failure to apply for a renewal, transfer or amendments permits within Commission's time frames.	\$1,000	\$
§4.123. Permit Modification, Suspension, and Termination				
23	16 TAC §4.123(b)(4)	The permittee has violated the terms and conditions of the permit or Commission rules	\$5,000	\$
24	16 TAC §4.123(b)(9)	The permittee failed to give the notice required by the Commission during the permit issuance, amendment, or renewal process	\$1,000	\$
§4.128. Design and Construction				
25	16 TAC §4.128(b)(1)	Failure to only accept waste transported and delivered by a Commission-permitted waste hauler	\$2,500	\$
§4.129. Operation				
26	16 TAC §4.129(b)(1)	Failure to receive only authorized waste	\$2,500	\$
27	16 TAC §4.129(b)(2)	Treated or untreated, waste placed directly on the ground	\$2,500	\$

28	16 TAC §4.129(b)(3)	Failure to maintained storage tanks, equipment, and on-site containment in a leak-free condition	\$2,500	\$
29	16 TAC §4.129(b)(4)	Failure to dispose spill of waste, chemical, or any other material within 24 hours in an authorized manner	\$2,500	\$
		§4.130. Reporting		
30	16 TAC §4.130 (d)	Failure to submit of monthly, quarterly, semi-annual, or annual reports, containing all requested information within the Commission's timeframe	\$1,000	\$
		§4.131. Monitoring		\$
31	16 TAC §4.131 (b)(4)(D)	Failure to report or indicate potential pollution, or the potential failure of the liner system to the Commission	\$2,500	\$
		§4.132. Closure		\$
32	16 TAC §4.132 (a)(b)(1)(2)(A)(B)(C)(D)(E)(F)	Failure to follow recommended closure procedures	\$2,500	\$
		§4.142. Operating Requirements Applicable to Commercial Facilities		
33	16 TAC §4.142(c)	Failure to develop and maintain a stormwater management plan to prevent stormwater from running onto the facility	\$2,500	\$
		§4.150. Additional Requirements Applicable to Permitted Pits		
34	16 TAC §4.150(e)	Failure to comply with containment requirements to prevent pollution of surface or subsurface water	\$2,500	\$
35	16 TAC §4.150(f)	Failure to report unauthorized release of oil and gas waste, treated fluid, or other substances from any pit	\$2,500	\$
		§4.151. Design and Construction of Permitted Pits		
36	16 TAC §4.151(b)(1)	Failure to comply with sign requirements.	\$1,000	\$
37	16 TAC §4.151(b)(2)	Failure to comply with freeboard requirements	\$2,500	\$
38	16 TAC §4.151(b)(3)	Failure to comply with liner requirements	\$2,500	\$
39	16 TAC §4.151(b)(3)(A)	Failure to maintain the integrity of the liner.	\$2,500	\$
40	16 TAC §4.151(b)(3)(C)	Brine pit permitted not constructed with a primary and secondary liner and a leakage detection system	\$2,500	\$
		§4.152. Monitoring of Permitted Pits		
41	16 TAC §4.152(a)(2)	Failure to install appropriate leak detection system	\$2,500	\$
42	16 TAC §4.152(b)(3)(A)(B)	Failure to monitor and report and repair all pits for liner failure	\$2,500	\$

		§4.153. Commercial Disposal Pits		\$
43	16 TAC §4.153(c)	Failure to monitor the pits after a post-closure period of no less than five years	\$2,500	\$
		§4.154. Closure of Permitted Pits		
44	16 TAC §4.154(1)	Failure to dewater and empty the pit within 120 days of cessation of use	Dry: \$2,500 base plus \$0.25 sq. ft.; wet: \$2,500 base plus \$0.75 sq. ft.	\$
45	16 TAC §4.154(2)	Failure to backfill and compacted the pit in a timely manner	Dry: \$2,500 base plus \$0.25 sq. ft.; wet: \$2,500 base plus \$0.75 sq. ft.	\$
46	16 TAC §4.154(3)	Failure to reseeded with vegetation natural to the region after closure	\$1,000	\$
		§4.161. Design and Construction Requirements for Landfarming and Landtreating Permits		
47	16 TAC §4.161(a)	Failure to obtain a Landfarm permit	\$5,000	\$
		§4.162. Operating Requirements for Landfarming and Landtreating Permits		
48	16 TAC §4.162(a) (b)	Failure comply and follow the operating requirements for Landfarm permit	\$5,000	\$
		§4.163. Monitoring		\$
49	16 TAC §4.163(a)(b)(c)(d)(e)	Failure to collect, test, monitor, analyze, remediate according to the requirements in the permit	\$1,000	\$
		§4.164. Closure		
50	16 TAC §4.164(a)	Failure to notify the Commission at least 45 days prior to commencing closure activities	\$1,000	\$
		§4.170. Additional Requirements for Reclamation Plants		
51	16 TAC §4.170(a) (9)	Failure to obtain a permit to reclaim unrefined hydrocarbons recovered from drilling mud	\$5,000	\$
		§4.171. Standard Permit Provisions		
52	16 TAC §4.171(b)	Failure to renew, transfer, or amend reclamation plant permits	\$2,500	\$
53	16 TAC §4.171(g)	Improper monitoring of a reclamation plant	\$2,500	\$
54	16 TAC §4.171(h)	Use of a satellite facility which is prohibited	\$2,500	\$
55	16 TAC §4.171(i)	Unpermitted reclamation using tanks	\$2,500	\$
		§4.172. Minimum Permit Provisions for Operations		
56	16 TAC §4.172(a)(1)	Failure to use authorized permit methods to reclaim tank bottoms and other oil and gas wastes	\$2,500	\$
		§4.173. Minimum Permit Provisions for Reporting		

57	16 TAC §4.173(d)	Failure to obtain a minor permit and provide an analysis of the disposable material to be performed	\$1,000	\$
§4.181. Emergency Permits				
58	16 TAC §4.181(a)	Failure to apply for emergency permit to prevent the waste of oil, gas, or geothermal resources and/or pollution	\$1,000	\$
§4.184. Permitted Recycling				
59	16 TAC §4.184(b)	Failure to recycle in accordance with Subchapter B of this title (relating to Commercial Recycling)	\$1,000	\$
§4.190. Oil and Gas Waste Characterization and Documentation				
60	16 TAC §4.190(a)	Failure to characterizing and documenting the waste prior to transportation	\$1,000	\$
§4.193. Oil and Gas Waste Haulers				
61	16 TAC §4.193(a)	Hauling oil and gas waste without a valid waste hauler permit, and/or commingling other oil and gas wastes via vehicle	\$2,500	\$
62	16 TAC §4.193(b)(1)(2)	Failure to hold necessary permits for wastes excluded from this section	\$1,000	\$
63	16 TAC §4.193(e) (1)(2)(3)(4)(5)(6)(7)(8) (9)(10)(11)	Failure to operate in strict compliance with the instructions and conditions stated in the oil and gas waste hauler permit	\$2,500	\$
64	Subtotal of guideline penalty amounts from Table 1 (lines 1-63, inclusive)			\$
65	Reduction for settlement before hearing: up to 50% of line 64 amt.		%	\$
66	Subtotal: amount shown on line 64 less applicable settlement reduction on line 65			\$
Penalty enhancement amounts for threatened or actual pollution from Table 3				
67	Agricultural land or sensitive wildlife habitat		\$1,000 to \$5,000	\$
68	Endangered or threatened species		\$2,000 to \$10,000	\$
69	Bay, estuary or marine habitat		\$5,000 to \$25,000	\$
70	Minor freshwater source (minor aquifer, seasonal watercourse)		\$2,500 to \$7,500	\$
71	Major freshwater source (major aquifer, creeks, rivers, lakes and reservoirs)		\$5,000 to \$25,000	\$
Penalty enhancement amounts for safety hazard from Table 3				
72	Impacted residential/public areas		\$1,000 to \$15,000	\$
73	Hazardous material release		\$2,000 to \$25,000	\$
74	Reportable incident/accident		\$5,000 to \$25,000	\$
75	Well in H2S field		up to \$10,000	\$
Penalty enhancement amounts for severity of violation from Table 3				
76	Time out of compliance		\$100 to \$2,000 each month	\$
77	Subtotal: amount shown on line 66 plus all amounts on lines 67 through 76, inclusive			\$

Penalty enhancements for culpability of person charged from Table 3			
78	Reckless conduct of operator	double line 75 amount	\$
79	Intentional conduct of operator	triple line 75 amount	\$
Penalty enhancements for number of prior violations within past seven years from Table 4			
80	One	\$1,000	\$
81	Two	\$2,000	\$
82	Three	\$3,000	\$
83	Four	\$4,000	\$
84	Five or more	\$5,000	\$
Penalty enhancements for amount of penalties within past seven years from Table 4			
85	Less than \$10,000	\$1,000	\$
86	Between \$10,000 and \$25,000	\$2,500	\$
87	Between \$25,000 and \$50,000	\$5,000	\$
88	Between \$50,000 and \$100,000	\$10,000	\$
89	Over \$100,000	10% of total amt.	\$
90	Subtotal: Line 66 amt. plus amts. on line 78 and/or 97 plus the amt. shown on any line from 80 through 89, inclusive		\$
91	Reduction for demonstrated good faith of person charged		\$
92	TOTAL PENALTY AMOUNT: amount on line 90 less any amount shown on line 91		\$

Figure: 16 TAC §4.111(a)(6)

Limitation for Authorized Land Application of Water Condensate

Parameter	Method	Limitation
Benzene	EPA 8260 or 8021B	0.005 mg/L
Toluene	EPA 8260 or 8021B	1 mg/L
Ethylbenzene	EPA 8260 or 8021B	0.7 mg/L
Xylene	EPA 8260 or 8021B	10 mg/L

Figure: 16 TAC §4.115(i)(3)(E)

Standard Soil Sampling Closure Parameters If Waste is Removed from the Pit in Accordance with 16 TAC Chapter 4		
Constituent	Method (or equivalent)	Limit
pH	EPA Method 9045C	6 to 10 standard units
Chloride	SW-846 9056A	≤ 3,000 mg/kg
Total Petroleum Hydrocarbons	EPA SW-846 418.1	≤ 10,000 mg/kg or 1% by weight
BTEX	EPA Method 5035A/8021/8260B	≤ 30 mg/kg
Metals	EPA Method 6010/6020/7471A	
Arsenic		≤ 10 mg/kg
Barium		≤ 10,000 mg/kg
Cadmium		≤ 10 mg/kg
Chromium		≤ 100 mg/kg
Lead		≤ 200 mg/kg
Mercury		≤ 10 mg/kg
Selenium		≤ 10 mg/kg
Silver		≤ 200 mg/kg

Figure: 16 TAC §4.115(j)(8)

Standard Waste Sampling Closure Parameters If Waste is Treated and Buried in the Pit in Accordance with 16 TAC Chapter 4		
Constituent	Method (or equivalent)	Limit
pH	EPA Method 9045C	6 to 10 standard units
Chloride <ul style="list-style-type: none"> • if the depth below the bottom of the pit to groundwater is \leq 50 feet • if the depth below the bottom of the pit to groundwater is 51 feet to 100 feet • if the depth below the bottom of the pit to groundwater is $>$ 100 feet 	SW-846 9056A	\leq 20,000 mg/kg \leq 40,000 mg/kg \leq 80,000 mg/kg
Total Petroleum Hydrocarbons	EPA SW-846 418.1	\leq 10,000 mg/kg or 1% by weight
BTEX	EPA Method 5035A/8021/8260B	\leq 30 mg/kg
Metals <ul style="list-style-type: none"> Arsenic Barium Cadmium Chromium Lead Mercury Selenium Silver 	EPA Method 6010/6020/7471A	\leq 10 mg/kg \leq 10,000 mg/kg \leq 10 mg/kg \leq 100 mg/kg \leq 200 mg/kg \leq 10 mg/kg \leq 10 mg/kg \leq 200 mg/kg

Figure: 16 TAC §4.163(d)(4)

Landfarming, Landtreating, and Land Application Permits: Standard Soil Sampling Closure Parameters		
Parameter	Method (or equivalent)	Limitation
pH	EPA Method 9045C	6 to 10 standard units
Electrical Conductivity (EC)	LDNR Lab Procedures for Extraction and Analysis of E&P Waste	≤ 4.0 mmhos/cm
Sodium Adsorption Ratio (SAR)	Saturated Paste Method using EPA Method 300, 6010, or 6020	≤ 12
Cation-Exchange Capacity (CEC)	EPA Method 9080/9081	Site-specific based on background analytical data
TPH	EPA Method 5035A/TX1005	≤ 10,000 mg/kg or 1% by weight
Total Benzene, Toluene, Ethylbenzene, Xylenes (BTEX) ¹	EPA Method 5035A/8021/8260B	≤ 30 mg/kg
Metals (Total)		
Arsenic	EPA Method 6010/6020/7471A	≤ 10 mg/kg
Barium	EPA Method 6010/6020/7471A	≤ 10,000 mg/kg
Cadmium	EPA Method 6010/6020/7471A	≤ 10 mg/kg
Chromium	EPA Method 6010/6020/7471A	≤ 100 mg/kg
Lead	EPA Method 6010/6020/7471A	≤ 200 mg/kg
Mercury	EPA Method 6010/6020/7471A	≤ 10 mg/kg
Selenium	EPA Method 6010/6020/7471A	≤ 10 mg/kg
Silver	EPA Method 6010/6020/7471A	≤ 200 mg/kg

¹ BTEX testing is only required for landtreating facilities.

Table 1. Penalty Guideline

Oil & Gas Rule/Statute	General Description	Guideline Minimum Penalty Amount or Range
DIVISION 1. GENERAL; DEFINITIONS		
§4.201 Purpose		
16 TAC §4.201(a)	Pollution of surface or subsurface water	\$2,500 to \$10,000
§4.203 Responsibility for Management of Waste to be Recycled		
16 TAC §4.203(a)(b)	Failure to utilize the services of a carrier with a valid permit	\$2,500
16 TAC §4.203(c)	Failure to utilize the services of a commercial recycling facility that is permitted by the Commission	\$2,500
§4.209 Permit Renewal		
16 TAC §4.209	Failure to transfer a permit without approval of the Commission	\$2,500
DIVISION 2. REQUIREMENTS FOR ON-LEASE COMMERCIAL SOLID OIL AND GAS WASTE RECYCLING		
§4.212 General Permit Application Requirements for On-Lease Commercial Solid Oil and Gas Waste Recycling Facilities		
16 TAC §4.212(a)(b)(c)(d)	Failure to obtain a permit for on lease commercial solid oil and gas waste recycling facilities	\$2,500
§4.221 Minimum Permit Provisions for Operations		
16 TAC §4.221(a)(b)(c)(d)(e)(f)	Failure to follow the operation requirements for on-lease commercial solid oil and gas waste recycling	\$2,500
§4.222 Minimum Permit Provisions for Monitoring		
16 TAC §4.222(a)(b)(c)(d)(e)	Failure to follow the Monitoring requirements for on-lease commercial solid oil and gas waste recycling	\$2,500
§4.223 Minimum Permit Provisions for Closure		
16 TAC §4.223	Failure to follow recommended closure procedures	\$2,500

	§4.224 Permit Renewal	
16 TAC §4.224	Failure to apply for a renewal, of the permit within Commission's time frames	\$1,000
	DIVISION 3. REQUIREMENTS FOR OFF-LEASE OR CENTRALIZED COMMERCIAL SOLID OIL AND GAS WASTE RECYCLING.	
	§4.230 General Permit Application Requirements for Off-Lease or Centralized Commercial Solid Oil and Gas Waste Recycling	
16 TAC §4.230 (a)(b)(c)(d)(e)	Failure to obtain a permit for off-Lease or Centralized commercial solid oil and gas waste recycling facilities	\$2,500
	§4.238 Notice	
16 TAC §4.238	Failure to follow notice requirements for off-lease or centralized commercial solid oil and gas waste recycling	2,500
	§4.239 General Permit Provisions	
16 TAC §4.239(a)	Failure to renew the permit for an off-lease or centralized commercial solid oil and gas waste recycling facility	\$1,000
16 TAC §4.239(c)	Failure to notify the surface owner of the tract upon which recycling will take place	\$1,000
	§4.242 Minimum Permit Provisions for Operations	
16 TAC §4.242 (a)(b)(c)	Failure to follow the operation requirements for off-lease centralized commercial solid oil and gas waste recycling	\$2,500
	§4.243 Minimum Permit Provisions for Monitoring	
16 TAC §4.243 (a)(b)(c)(d)	Failure to follow the Monitoring requirements for off-lease centralized commercial solid oil and gas waste recycling	\$2,500
	§4.244 Minimum Permit Provisions for Closure	
16 TAC §4.244	Failure to follow recommended closure procedures	2,500
	§4.245 Permit Renewal	
16 TAC §4.245	Failure to apply for a renewal, of the permit within Commission's time frames	1,000

	DIVISION 4. REQUIREMENTS FOR STATIONARY COMMERCIAL SOLID OIL AND GAS WASTE RECYCLING FACILITIES.	
	§4.246 General Permit Application Requirements for a Stationary Commercial Solid Oil and Gas Waste Recycling Facility	
16 TAC §4.246 (a)(b)(c)(d)(e)	Failure to obtain a permit for a Stationary Commercial Solid Oil and Gas Waste	\$2,500
	§4.254 Notice	
16 TAC §4.254 (a)(b)(c)	Failure to follow notice requirements for a Stationary Commercial Solid Oil and Gas Waste	\$2,500
	§4.255 General Permit Provisions	
16 TAC §4.255 (a)(b)(c)	Failure to renew the permit for a Stationary Commercial Solid Oil and Gas Waste	\$1,000
	§4.258 Minimum Permit Provisions for Operations	
16 TAC §4.258 (a)(b)(c)	Failure to follow the operation requirements for a Stationary Commercial Solid Oil and Gas Waste	\$2,500
	§4.259 Minimum Permit Provisions for Monitoring	
16 TAC §4.259 (a)(b)(c)(d)(e)	Failure to follow the Monitoring requirements for a Stationary Commercial Solid Oil and Gas Waste	\$2,500
	§4.260 Minimum Permit Provisions for Closure	
16 TAC §4.2.60	Failure to follow recommended closure procedures	\$2,500
	§4.261 Permit Renewal	
16 TAC §4.2.61	Failure to apply for a renewal, of the permit within Commission's time frames	\$1,000
	DIVISION 5. REQUIREMENTS FOR OFF-LEASE COMMERCIAL RECYCLING OF FLUID.	
	§4.262 General Permit Application Requirements for Off-Lease Commercial Recycling of Fluid	
16 TAC §4.262(a)(b)(c)(d)(e)(f)	Failure to obtain a permit for Off-Lease Commercial Recycling of Fluid	\$2,500
	§4.270 Notice	
16 TAC §4.270(a)(b)	Failure to follow notice requirements for Off-Lease Commercial Recycling of Fluid	\$2,500

	§4.271 General Permit Provisions	
16 TAC §4.271(a)(b)(c)	Failure to renew the permit Off-Lease Commercial Recycling of Fluid	\$1,000
	§4.274 Minimum Permit Provisions for Operations	
16 TAC §4.274(a)(b)(c)(d)(e)(f)	Failure to follow the operation requirements for Off-Lease Commercial Recycling of Fluid	\$2,500
	§4.275 Minimum Permit Provisions for Monitoring	
16 TAC §4.275(a)(b)(c)	Failure to follow the Monitoring requirements for Off-Lease Commercial Recycling of Fluid	\$2,500
	§4.276 Minimum Permit Provisions for Closure	
16 TAC §4.276(a)(b)(c)(d)(e)(f)(g)(h)	Failure to follow recommended closure procedures	\$2,500
	§4.277 Permit Renewal	
16 TAC §4.277	Failure to apply for a renewal, of the permit within Commission's time frames	\$1,000
	DIVISION 6 REQUIREMENTS FOR STATIONARY COMMERCIAL RECYCLING OF FLUID	
	§4.278 General Permit Application Requirements for a Stationary Commercial Fluid Recycling Facility	
16 TAC §4.278(a)(b)(c)(d)(e)(f)	Failure to obtain a permit for Off-Lease Commercial Recycling of Fluid	\$2,500
	§4.286 Notice	
16 TAC §4.286(a)(b)(c)	Failure to follow notice requirements for Off-Lease Commercial Recycling of Fluid	\$2,500
	§4.287 General Permit Provisions	
16 TAC §4.287(a)(b)(c)	Failure to renew the permit Off-Lease Commercial Recycling of Fluid	\$1,000
	§4.290 Minimum Permit Provisions for Operations	
16 TAC §4.290(a)(b)(c)(d)(e)(f)	Failure to follow the operation requirements for Off-Lease Commercial Recycling of Fluid	\$2,500
	§4.291 Minimum Permit Provisions for Monitoring	
16 TAC §4.291(a)(b)(c)	Failure to follow the Monitoring requirements for Off-Lease Commercial Recycling of Fluid	\$2,500
	§4.292 Minimum Permit Provisions for Closure	

16 TAC §4.292(a)(b)(c)(d)(e)(f) (g)(h)	Failure to follow recommended closure procedures	\$2,500
§4.293 Permit Renewal		
16 TAC §4.293	Failure to apply for a renewal, of the permit within Commission's time frames	\$1,000

Figure: 16 TAC §4.211(f)

Table 2. Calculation of Additional Guideline Penalty Amounts for Violations of 16 Tex. Admin. Code Chapter 4, relating Prevention of Pollution Cancellation of Certificate of Compliance; Severance

Length of Violation Low: <3 mos. Medium: High: > 1 yr.	Production Value Low: < \$5,000 Medium: High: > \$100,000	Unresolved Severances Low: < 2 Medium: High: > 6	Basis of Severance N: non-pollution related Y: pollution related	Factor
low	low	low	N	1.0
low	low	medium	N	1.5
low	low	high	N	1.5
low	medium	low	N	1.5
low	medium	medium	N	3.5
low	medium	high	N	5.0
low	high	low	N	4.5
low	high	medium	N	7.0
low	high	high	N	7.5
medium	low	low	N	1.5
medium	low	medium	N	2.5
medium	low	high	N	3.5
medium	medium	low	N	3.5
medium	medium	medium	N	5.0
medium	medium	high	N	8.0
medium	high	low	N	8.5
medium	high	medium	N	9.0
medium	high	high	N	10.0
high	low	low	N	2.5
high	low	medium	N	3.5
high	low	high	N	3.5
high	medium	low	N	4.5
high	medium	medium	N	7.5
high	medium	high	N	8.0
high	high	low	N	10.0
high	high	medium	N	10.0
high	high	high	N	10.0
low	low	low	Y	1.5
low	low	medium	Y	2.0
low	low	high	Y	2.5
low	medium	low	Y	3.0
low	medium	medium	Y	5.0
low	medium	high	Y	7.5
low	high	low	Y	5.0
low	high	medium	Y	8.0
low	high	high	Y	8.5
medium	low	low	Y	2.0
medium	low	medium	Y	3.5
medium	low	high	Y	7.0
medium	medium	low	Y	7.0
medium	medium	medium	Y	7.5

medium	medium	high	Y	8.5
medium	high	low	Y	9.0
medium	high	medium	Y	9.5
medium	high	high	Y	10.0
high	low	low	Y	3.0
high	low	medium	Y	4.0
high	low	high	Y	5.0
high	medium	low	Y	5.0
high	medium	medium	Y	8.5
high	medium	high	Y	9.0
high	high	low	Y	10.0
high	high	medium	Y	10.0
high	high	high	Y	10.0

Table 3. Penalty Enhancements

Evidentiary Factors	Threatened or Actual Pollution	Safety Hazard	Severity of Violation
Agricultural land or sensitive wildlife habitat	\$1,000 to \$5,000		
Endangered or threatened species	\$2,000 to \$10,000		
Bay, estuary or marine habitat	\$5,000 to \$25,000		
Minor surface and subsurface water source (minor aquifers designated by the Texas Water Development Board, intermittent or dry watercourses, navigable or non-navigable, and including the beds and banks of all watercourses and bodies of surface water, that are wholly or partially inside or bordering the state or inside the jurisdiction of the state)	\$2,500 to \$7,500		
Major surface and subsurface water source (major aquifers designated by the Texas Water Development Board, lakes, ponds, impounding reservoirs, springs, rivers, streams, creeks, marshes, wetlands, inlets, canals, the Gulf of Mexico inside the territorial limits of the state, and all other bodies of surface water, natural or artificial, inland or coastal, fresh, saline, or salt, navigable or non-navigable, and including the beds and banks of all watercourses and bodies of surface water, that are wholly or partially inside or bordering the state or inside the jurisdiction of the state)	\$5,000 to \$25,000		
Impacted residential/public areas		\$1,000 to \$15,000	
Hazardous material release		\$2,000 to \$25,000	
Reportable incident/accident		\$5,000 to \$25,000	
Well in H ₂ S field		up to \$10,000	
Time out of compliance			\$100 to \$2,000 / month
Reckless conduct of operator			double total penalty
Intentional conduct of operator			triple total penalty

Table 4. Penalty Enhancements based on total amount of prior penalties within seven years

Total administrative penalties assessed in the seven years prior to action	Enhancement amount
Less than \$10,000	\$1,000
Between \$10,000 and \$25,000	\$2,500
Between \$25,000 and \$50,000	\$5,000
Between \$50,000 and \$100,000	\$10,000
Over \$100,000	10% of total amount

Table 1. Penalty Calculation Worksheet

	Oil & Gas Rule/Statute	General Description	Guideline Minimum Penalty Amount or Range	Penalty Tally
		§4.201 Purpose		
1	16 TAC §4.201(a)	Pollution of surface or subsurface water	\$2,500 to \$10,000	\$
		§4.203 Responsibility for Management of Waste to be Recycled		
2	16 TAC §4.203(a)(b)	Failure to utilize the services of a carrier with a valid permit	\$2,500	\$
3	16 TAC §4.203(c)	Failure to utilize the services of a commercial recycling facility that is permitted by the Commission	\$2,500	\$
		§4.209 Permit Renewal		
4	16 TAC §4.209	Failure to transfer a permit without approval of the Commission	\$2,500	\$
		§4.212 General Permit Application Requirements for On-Lease Commercial Solid Oil and Gas Waste Recycling Facilities		
5	16 TAC §4.212 (a)(b)(c)(d)	Failure to obtain a permit for on lease commercial solid oil and gas waste recycling facilities	\$2,500	\$
		§4.221 Minimum Permit Provisions for Operations		
6	16 TAC §4.221 (a)(b)(c)(d)(e)(f)	Failure to follow the operation requirements for on-lease commercial solid oil and gas waste recycling	\$2,500	\$
		§4.222 Minimum Permit Provisions for Monitoring		
7	16 TAC §4.222 (a)(b)(c)(d)(e)	Failure to follow the Monitoring requirements for on-lease commercial solid oil and gas waste recycling	\$2,500	\$
		§4.223 Minimum Permit Provisions for Closure		
8	16 TAC §4.223	Failure to follow recommended closure procedures	\$2,500	\$
		§4.224 Permit Renewal		
9	16 TAC §4.224	Failure to apply for a renewal, of the permit within Commission's time frames	\$1,000	\$
		§4.230 General Permit Application Requirements for Off-Lease or Centralized Commercial Solid Oil and Gas Waste Recycling		

10	16 TAC §4.230 (a)(b)(c)(d)(e)	Failure to obtain a permit for off-Lease or Centralized commercial solid oil and gas waste recycling facilities	\$2,500	\$
		§4.238 Notice		
11	16 TAC §4.238	Failure to follow notice requirements for off-lease or centralized commercial solid oil and gas waste recycling	\$2,500	\$
		§4.239 General Permit Provisions		
12	16 TAC §4.239(a)	Failure to renew the permit for an off-lease or centralized commercial solid oil and gas waste recycling facility	\$1,000	\$
13	16 TAC §4.239(c)	Failure to notify the surface owner of the tract upon which recycling will take place	\$1,000	\$
		§4.242 Minimum Permit Provisions for Operations		
14	16 TAC §4.242 (a)(b)(c)	Failure to follow the operation requirements for off-lease centralized commercial solid oil and gas waste recycling	\$2,500	
		§4.243 Minimum Permit Provisions for Monitoring		
15	16 TAC §4.243 (a)(b)(c)(d)	Failure to follow the Monitoring requirements for off-lease centralized commercial solid oil and gas waste recycling	\$2,500	\$
		§4.244 Minimum Permit Provisions for Closure		
16	16 TAC §4.244	Failure to follow recommended closure procedures.	\$2,500	\$
		§4.245 Permit Renewal		
17	16 TAC §4.245	Failure to apply for a renewal, of the permit within Commission's time frames	\$1,000	\$
		§4.246 General Permit Application Requirements for a Stationary Commercial Solid Oil and Gas Waste Recycling Facility		
18	16 TAC §4.246 (a)(b)(c)(d)(e)	Failure to obtain a permit for a Stationary Commercial Solid Oil and Gas Waste	\$2,500	\$
		§4.254 Notice		
19	16 TAC §4.254 (a)(b)(c)	Failure to follow notice requirements for a Stationary Commercial Solid Oil and Gas Waste	\$2,500	\$
		§4.255 General Permit Provisions		
20	16 TAC §4.255 (a)(b)(c)	Failure to renew the permit for a Stationary Commercial Solid Oil and Gas Waste	\$1,000	\$
		§4.258 Minimum Permit Provisions for Operations		
21	16 TAC §4.258 (a)(b)(c)	Failure to follow the operation requirements for a Stationary Commercial Solid Oil and Gas Waste	\$2,500	\$
		§4.259 Minimum Permit Provisions for Monitoring		
22	16 TAC §4.259 (a)(b)(c)(d)(e)	Failure to follow the Monitoring requirements for a Stationary Commercial Solid Oil and Gas Waste	\$2,500	\$
		§4.260. Minimum Permit Provisions for Closure		

23	16 TAC §4.260	Failure to follow recommended closure procedures	\$2,500	\$
		§4.261 Permit Renewal		
24	16 TAC §4.261	Failure to apply for a renewal, of the permit within Commission's time frames	\$1,000	\$
		§4.262 General Permit Application Requirements for Off-Lease Commercial Recycling of Fluid		
25	16 TAC §4.262 (a)(b)(c)(d)(e)(f)	Failure to obtain a permit for Off-Lease Commercial Recycling of Fluid	\$2,500	\$
		§4.270 Notice		
26	16 TAC §4.270(a)(b)	Failure to follow notice requirements for Off-Lease Commercial Recycling of Fluid	\$2,500	\$
		§4.271 General Permit Provisions		
27	16 TAC §4.271 (a)(b)(c)	Failure to renew the permit Off-Lease Commercial Recycling of Fluid	\$1,000	\$
		§4.274 Minimum Permit Provisions for Operations		
28	16 TAC §4.274 (a)(b)(c)(d)(e)(f)	Failure to follow the operation requirements for Off-Lease Commercial Recycling of Fluid	\$2,500	\$
		§4.275 Minimum Permit Provisions for Monitoring		
29	16 TAC §4.275 (a)(b)(c)	Failure to follow the Monitoring requirements for Off-Lease Commercial Recycling of Fluid	\$2,500	\$
		§4.276 Minimum Permit Provisions for Closure		
30	16 TAC §4.276 (a)(b)(c)(d)(e)(f)(g)(h)	Failure to follow recommended closure procedures	\$2,500	\$
		§4.277 Permit Renewal		
31	16 TAC §4.277	Failure to apply for a renewal, of the permit within Commission's time frames	\$1,000	\$
		§4.278 General Permit Application Requirements for a Stationary Commercial Fluid Recycling Facility		
32	16 TAC §4.278 (a)(b)(c)(d)(e)(f)	Failure to obtain a permit for Off-Lease Commercial Recycling of Fluid	\$2,500	\$
		§4.286 Notice		
33	16 TAC §4.286 (a)(b)(c)	Failure to follow notice requirements for Off-Lease Commercial Recycling of Fluid	\$2,500	\$
		§4.287 General Permit Provisions		
34	16 TAC §4.287	Failure to renew the permit Off-Lease Commercial Recycling of Fluid	\$1,000	\$

	(a)(b)(c)			
		§4.290 Minimum Permit Provisions for Operations		
35	16 TAC §4.290 (a)(b)(c)(d)(e)(f)	Failure to follow the operation requirements for Off-Lease Commercial Recycling of Fluid	\$2,500	\$
		§4.291 Minimum Permit Provisions for Monitoring		
36	16 TAC §4.291(a)(b)(c)	Failure to follow the Monitoring requirements for Off-Lease Commercial Recycling of Fluid	\$2,500	\$
		§4.292 Minimum Permit Provisions for Closure		
37	16 TAC §4.292 (a)(b)(c)(d)(e)(f)(g)(h)	Failure to follow recommended closure procedures	\$2,500	\$
		§4.293 Permit Renewal		
38	16 TAC §4.293	Failure to apply for a renewal, of the permit within Commission's time frames	\$1,000	\$
39	Subtotal of guideline penalty amounts from Table 1 (lines 1-38, inclusive)			\$
40	Reduction for settlement before hearing: up to 50% of line 39 amt.		_____ %	\$
41	Subtotal: amount shown on line 39 less applicable settlement reduction on line 40			\$
Penalty enhancement amounts for threatened or actual pollution from Table 3				
42	Agricultural land or sensitive wildlife habitat		\$1,000 to \$5,000	\$
43	Endangered or threatened species		\$2,000 to \$10,000	\$
44	Bay, estuary or marine habitat		\$5,000 to \$25,000	\$
45	Minor freshwater source (minor aquifer, seasonal watercourse)		\$2,500 to \$7,500	\$
46	Major freshwater source (major aquifer, creeks, rivers, lakes and reservoirs)		\$5,000 to \$25,000	\$
Penalty enhancement amounts for safety hazard from Table 3				
47	Impacted residential/public areas		\$1,000 to \$15,000	\$
48	Hazardous material release		\$2,000 to \$25,000	\$
49	Reportable incident/accident		\$5,000 to \$25,000	\$
50	Well in H2S field		up to \$10,000	\$
Penalty enhancement amounts for severity of violation from Table 3				
51	Time out of compliance		\$100 to \$2,000 each month	\$
52	Subtotal: amount shown on line 41 plus all amounts on lines 32 through 51, inclusive			\$
Penalty enhancements for culpability of person charged from Table 3				

53	Reckless conduct of operator	double line 108 amount	\$
54	Intentional conduct of operator	triple line 108 amount	\$
Penalty enhancements for number of prior violations within past seven years from Table 4			
55	One	\$1,000	\$
56	Two	\$2,000	\$
57	Three	\$3,000	\$
58	Four	\$4,000	\$
59	Five or more	\$5,000	\$
Penalty enhancements for amount of penalties within past seven years from Table 4			
60	Less than \$10,000	\$1,000	\$
61	Between \$10,000 and \$25,000	\$2,500	\$
62	Between \$25, 000 and \$50,000	\$5,000	\$
63	Between \$50,000 and \$100,00	\$10,000	\$
64	Over \$100,000	10% of total amt.	\$
65	Subtotal: Line 41 amt. plus amts. on line 53 and/or 54 plus the amt. shown on any line from 55 through 64, inclusive		\$
66	Reduction for demonstrated good faith of person charged		\$
67	TOTAL PENALTY AMOUNT: amount on line 65 less any amount shown on line 66		\$

Figure: 16 TAC §4.275(a)(6)

FIGURE 1: PARAMETERS AND UNITS FOR GROUNDWATER MONITORING	
PARAMETER	UNITS
Static Water Level	Feet (ft)
Total Depth	ft
pH EPA Method 150.1, 150.2, or equivalent	s.u
Total Dissolved Solids (TDS) EPA Method 2540C or equivalent	mg/L
Total Petroleum Hydrocarbon (TPH) Method TX1005	mg/L
Benzene EPA Method 602 or equivalent	mg/L
Soluble Cations: Calcium, Magnesium, Potassium, and Sodium EPA Method 6010/6020 or equivalent	mg/L
Soluble Anions: Bromides, Carbonates, Chlorides, Nitrates, and Sulfates EPA Method 300/9056 or equivalent	mg/L

Figure: 16 TAC §4.276(d)(1)

FIGURE 1: STANDARD SOIL SAMPLING CLOSURE PARAMETERS	
PARAMETER	LIMITATION
pH <i>EPA Method 9045C or equivalent</i>	6 to 10 standard units
Chlorides	≤ 3,000 mg/kg
Total Petroleum Hydrocarbons (TPH) <i>EPA Method 5035A/TX1005</i>	≤ 10,000 mg/kg or 1% by weight
Total benzyne, Toluene, Ethylbenzene, Xylenes (BTEX) <i>EPA Method 5035A/8021/8260B or equivalent</i>	≤ 30 mg/kg
Metals (Total) <i>EPA Method 6010/6020/7471A or equivalent</i>	
Arsenic	≤ 10.00 mg/kg
Barium	≤ 10,000 mg/kg
Cadmium	≤ 10 mg/kg
Chromium	≤ 100 mg/kg
Lead	≤ 200 mg/kg
Mercury	≤ 10 mg/kg
Selenium	≤ 10 mg/kg
Silver	≤ 200 mg/kg

Figure: 16 TAC §4.291(a)(6)

FIGURE 1: PARAMETERS AND UNITS FOR GROUNDWATER MONITORING	
PARAMETER	UNITS
Static Water Level	Feet (ft)
Total Depth	ft
pH EPA Method 150.1, 150.2, or equivalent	s.u
Total Dissolved Solids (TDS) EPA Method 2540C or equivalent	mg/L
Total Petroleum Hydrocarbon (TPH) Method TX1005	mg/L
Benzene EPA Method 602 or equivalent	mg/L
Soluble Cations: Calcium, Magnesium, Potassium, and Sodium EPA Method 6010/6020 or equivalent	mg/L
Soluble Anions: Bromides, Carbonates, Chlorides, Nitrates, and Sulfates EPA Method 300/9056 or equivalent	mg/L

Figure: 16 TAC §4.292(d)(1)

FIGURE 1: STANDARD SOIL SAMPLING CLOSURE PARAMETERS	
PARAMETER	LIMITATION
pH <i>EPA Method 9045C or equivalent</i>	6 to 10 standard units
Chlorides	≤ 3,000 mg/kg
Total Petroleum Hydrocarbons (TPH) <i>EPA Method 5035A/TX1005</i>	≤ 10,000 mg/kg or 1% by weight
Total benzyne, Toluene, Ethylbenzene, Xylenes (BTEX) <i>EPA Method 5035A/8021/8260B or equivalent</i>	≤ 30 mg/kg
Metals (Total) <i>EPA Method 6010/6020/7471A or equivalent</i>	
Arsenic	≤ 10.00 mg/kg
Barium	≤ 10,000 mg/kg
Cadmium	≤ 10 mg/kg
Chromium	≤ 100 mg/kg
Lead	≤ 200 mg/kg
Mercury	≤ 10 mg/kg
Selenium	≤ 10 mg/kg
Silver	≤ 200 mg/kg

Figure: 16 TAC §4.302(c)(1)(C)

FIGURE 1: PARAMETERS AND LIMITATIONS FOR ROADBASE	
PARAMETER	LIMITATION
Minimum Compressive Strength by <i>ASTM D 698</i> , <i>ASTM D 1557</i> , or <i>TxDOT Methods Tex-113-E</i> , <i>Tex-120-E</i> , <i>Tex-121-E</i> , <i>Tex-117-E</i> or equivalent	35 psi
Synthetic Precipitation Leaching Procedure (SPLP) <i>EPA Method 1312 Metals</i> <i>EPA Method 6010, 6020, or 7471A</i>	
Arsenic	≤ 5.00 mg/L
Barium	≤ 100.0 mg/L
Cadmium	≤ 1.00 mg/L
Chromium	≤ 5.00 mg/L
Lead	≤ 5.00 mg/L
Mercury	≤ 0.20 mg/L
Selenium	≤ 1.00 mg/L
Silver	≤ 5.00 mg/L
Zinc	≤ 5.00 mg/L
Benzene <i>EPA Method 1312, 8021, or 8260B</i>	≤ 0.50 mg/L
Leachate Test ¹	
Total Chlorides	≤ 700 mg/L
Total Petroleum Hydrocarbons (TPH)	≤ 100 mg/L
pH	6-12.49 s.u.

¹Use the methodology described in “Laboratory Procedures for Analysis of Exploration and Production Waste,” Louisiana Department of Natural Resources, Office of Conservation, Injection and Mining Division, May 2005, or similar.

Figure: 16 TAC §4.302(c)(2)(B)

FIGURE 2: PARAMETERS AND LIMITATIONS FOR REUSABLE PRODUCT	
PARAMETER	LIMITATION
Moisture Content <i>ASTM D2216</i> or equivalent	<50% (by weight) or zero free moisture
pH ¹ <i>EPA Method 9045</i> or equivalent	6.5 - 9 s.u.
Chlorides	≤ 3,000 mg/kg
Sodium Adsorption Ratio (SAR) ²	≤ 12
Exchangeable Sodium Percentage (ESP) ²	≤ 15
Total Barium ²	≤ 100,000 ppm
LDNR Leachate Test Method, 1:4 Solid:Solution ² TPH ² Chlorides ²	≤ 10.0 mg/L ≤ 500 mg/L
Leachable Metals ² <i>EPA Method SW-846, 6010, 6020, 7000, 7470, or 7471</i> Arsenic Barium Cadmium Chromium Copper Lead Mercury Molybdenum Nickel Selenium Silver Zinc	≤ 0.5 mg/L ≤ 10.0 mg/L ≤ 0.1 mg/L ≤ 0.5 mg/L ≤ 0.5 mg/L ≤ 0.5 mg/L ≤ 0.5 mg/L ≤ 0.02 mg/L ≤ 0.5 mg/L ≤ 0.5 mg/L ≤ 0.1 mg/L ≤ 0.5 mg/L ≤ 5.0 mg/L
TCLP Benzene <i>EPA Method SW-846/1311/8021/8260B</i>	≤ 0.50 mg/L

¹ In addition to the criteria set forth, exploration and production waste, when chemically treated (fixated) shall be acceptable as reusable material with a pH range of 6.5 to 12 s.u. and an electrical conductivity of up to 50 mmhos/cm, provided such reusable material passes leachate testing requirements for chlorides and metals, and dependent on site conditions.

² Use the methodology described in “Laboratory Procedures for Analysis of Exploration and Production Waste,” Louisiana Department of Natural Resources, Office of Conservation, Injection and Mining Division, May 2005, or similar.

Figure 2: 16 TAC §8.101(b)(2)

LIQUIDS PIPELINES				
Hazardous Liquids	Non Rural	Rural	Crossing of Navigable Waterways	Offshore
Crude Transmission	5 year intervals	10 year intervals	5 year intervals	Intervals prescribed by operator
Crude Gathering	5 year intervals	<u>*10 year intervals</u> [n/a]	5 year intervals	Intervals prescribed by operator
HVL	5 year intervals	5 year intervals	5 year intervals	Intervals prescribed by operator
Products	5 year intervals	10 year intervals	5 year intervals	Intervals prescribed by operator
Carbon Dioxide	5 year intervals	10 year intervals	5 year intervals	Intervals prescribed by operator

*only for onshore line pipe that can accommodate inspection by means of in-line inspection tools



ANATOMICAL WHOLE BODY DONOR ACKNOWLEDGEMENT FORM

I, the undersigned, acknowledge that _____ (*name of donee Willed Body Program or Non-Transplant Anatomical Donation Organization*) informed me about the following regarding my whole body donation for the advancement of medical, dental, and forensic science education, training, and/or research. **(Check the boxes that apply).**

1) The donee may or will use my whole body or part of my body donation for:

- Medical education (e.g., medical, dental, or health professions educational courses/labs).
- Research (e.g., anatomical, cellular, and/or tissue studies, medical device innovation).
- Clinical skills training (e.g., medical device training, current, or new surgical training).
- Mortuary science education (e.g., training for funeral services, embalming).
- Forensic science education (e.g., studying body decomposition outdoors in the natural elements) or search/rescue training (e.g., canines used to find a body/part(s) buried in debris).
- Other: _____

2) Consequences of donating my whole body to the donee will or may include:

- Students/health professionals dissecting or observing the dissection of my body/body part(s), where the skin and tissue are cut or taken apart, to learn about the body by identifying muscles, nerves, vessels, bones, joints, and/or organs.
- The removal/separation of body parts from my body and transferred to multiple locations for trainings, medical device testing, education, etc., by the donee or 3rd parties.
- The transfer of my body/body part(s) to 3rd party facilities:
 - in-state out-of-state out-of-country.
- Use by students and health professionals at traditional educational settings (e.g., university classrooms/labs), traditional medical facilities (e.g., hospitals, bioskills facilities), or non-traditional facilities (e.g., hotels, convention centers).
- Redistribution of my body in-state/out-of-state by the Texas Funeral Service Commission.
- Photo/video use of my body or body part(s), which may include identifying features.
- Other: _____

3) The final disposition of my whole body donation by the donee may include:

- Cremation and return of the cremated remains to the family/designee.
- Use or cremation by the donee or third-party, and cremated remains will not be returned.
- Other: _____

Donee gave me time to ask questions and receive information on the uses, consequences, and final disposition of my whole body donation. I understand more detail will be in the consent form.

Donor/Designee (Signature)	Donor/Designee Name (Printed)	Donor DOB	Date
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