

THIS AGREEMENT made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BETWEEN:**

**NORTHUMBERLAND COUNTY WOODLOT AND PULP PRODUCERS ASSOCIATION INC.,** a body corporate, with Office at the City of Miramichi, in the County of Northumberland and Province of New Brunswick,

hereinafter called the "ASSOCIATION",

**OF THE FIRST PART.**

**AND:**

\_\_\_\_\_  
\_\_\_\_\_

hereinafter called the "CONTRACTOR",

**OF THE SECOND PART.**

**WHEREAS** the Association promotes silviculture and proper woodlot management;

**AND WHEREAS** various private Woodlot Owners request the assistance of the Association in improving their woodlots;

**AND WHEREAS** the Association is prepared to pay the Contractor for pre-approved work on private woodlots;

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. Upon private Woodlot Owner requesting work to be completed on woodlot a job number will be assigned by the Association to the work and work will be authorized as and when funds are or become available.
2. In the event that there are not sufficient funds to carry out requested work at the time of request, the request will be held and considered as and when funds are available.
3. Prior to the commence of any work on private woodlots, the Contractor shall provide the Association with a written contract whereby the Woodlot Owner consents in writing to the proposed scope of work , the selection of Contractor and the period of time over which the Contractor shall work on the owners woodlot. The contract between the Woodlot Owner and Contractor can be for a 5-year term for funding for Pre-Commercial Thinning, Plantation Cleaning, or Planting that meets the DNRE criteria and guidelines. (If the Woodlot Owner has applied for planting for more than 1 year they must pay in full for trees planted that year before trees are ordered for the following year(s)).

4. The Contractor shall carry out the assigned work in a good and workmanlike manner, shall protect and save harmless the Association and the Woodlot Owner from all claims, including statutory liens, environmental regulations, etc.
5. The contractor shall carry out the assigned work within the boundaries of the woodlot as established by the Woodlot Owner, it being the responsibility of the Woodlot Owner to have his boundaries clearly marked for the benefit of Contractor.
6. The Contractor shall review all work with inspectors from the Department of Natural Resources and Energy as and when requested.
7. Upon satisfactory completion of the work, which shall include such inspections as may be carried out by the Association or the Department of Natural Resources and Energy, the Association shall pay to the Contractor the pre-approved rate per hectare.
8. The Contractor hereby undertakes and agrees to complete the work to the specification required by the Department of Natural Resources and Energy, and further agrees to protect and save harmless the Woodlot Owner and the Association from all fines, penalties, or liability imposed by reason of failure on the part of the Contractor to fulfill his contract.
9. The Woodlot Owner is not to carry out any harvesting activities within the boundaries of the treated area (spaced) for a period of one year from completion of the spacing job and the Woodlot Owner will be liable for the cost of the treatment or compensation due to D.N.R.E. sampling formulas if treated areas are damaged within the year.
10. The Contractor shall protect all employees with worker's compensation and \$1,000,000 liability insurance and show proof of such coverage before beginning work each year.
11. The parties agree that the within contract applies to the following:

**Woodlot Owner:** \_\_\_\_\_

**Location:** \_\_\_\_\_

**P.I.D.** \_\_\_\_\_

**Commencement Date:** \_\_\_\_\_

**Termination Date:** \_\_\_\_\_

**Price per hectare:** \_\_\_\_\_

**Scope of work:** \_\_\_\_\_

12. This Agreement shall inure to the benefit of and be binding upon the Parties hereto their respective heirs, executors, successors and assigns.

IN WITNESS WHEREOF the said parties have hereunto set their respective hands and seals the day and year hereinafter written.

SIGNED, SEALED AND DELIVERED )

In the presence of: )

)  
) NORTHUMBERLAND COUNTY  
) WOODLOT AND PULP PRODUCERS  
) ASSOCIATION INC.  
)

Date: \_\_\_\_\_ )

Per: \_\_\_\_\_ )

)  
) ASSOCIATION  
)

Date: \_\_\_\_\_ )

Per: \_\_\_\_\_ )

)  
) CONTRACTOR  
)

I, \_\_\_\_\_, **Woodlot Owner**, hereby consent to the terms and conditions of the within contract as stated above and agree that this contract be valid for a period of \_\_\_\_\_ years. I reserve unto myself the right to terminate the contract for cause; and the right to terminate the contract at any time upon six (6) months written notice to Contractor and Association.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**Woodlot Owner**

\_\_\_\_\_  
**Witness**