

Stumpage Agreement

THIS AGREEMENT dated this _____ day of _____ 20____

This agreement is to expire _____ day of _____ 20 _____

for the period specified or *earlier at the owners discretion.*

It is very important to fill this in so cutting will only continue for the period specified.

Between: Name: _____

Address: _____

City/Town/Village: _____

Postal Code: _____

Phone #: _____

Hereinafter called the "OWNER"

And: Name: _____

Address: _____

City/Town/Village: _____

Postal Code: _____

Phone #: _____

Hereinafter called the "CONTRACTOR"

WHEREAS the party of the first part is registered owner of a certain parcel of land situated, lying and being at in the Northumberland County and Province of New Brunswick, more particularly described as follows:

***PID #: _____**

*This # is found on the owner's tax bill. It starts with "40..." and is 8 digits long. It is essential that we have this number.

AND WHEREAS the owner has agreed to allow the contractor to cut timber on the said property, subject to the following terms and conditions:

/Stumpage Agreement/Page 2

1. Contractor to cut and remove all merchantable wood, including windfalls and hardwoods, taking care to protect insofar as possible remaining growing trees on the within property.
2. During the terms of this agreement, should it become necessary to build or construct roads on the said property, for the purpose of harvesting, the contractor agrees to assume full responsibility for the proper construction and maintenance of the said road, with special attention being paid to environmental protection (e.g. heavy siltation and soil erosion).
3. The contractor further agrees that all cutting of timber is to be done within the boundaries of the above described property.
4. The contractor undertakes and agrees to protect and save harmless the owners from all claims and demands, without restricting the generality of the foregoing, the contractor shall be solely responsible for payment of all statutory liens and employee benefits including Worker's Compensation, Employment Insurance benefits.
5. The contractor shall carry out its operation in a good and workmanlike manner.
6. The contractor shall pay to the owner stumpage rates as follows:
(If no stumpage is to be deducted at our office, cross out this section and initial)

Mill	Product	Rate
Arbec	Poplar	
	Spruce & Fir	
	Hardwood	
Delco Forest Products	Studwood	
Fornebu	Studwood to Bathurst	
J.D. Irving (Doaktown)	White Pine Logs	
J.D. Irving (Sussex)	Spruce & Fir	
J.D. Irving (Chipman)	Spruce & Fir	
Miramichi Lumber	Logs	
	Logs	
Twin Rivers	Spruce & Fir	
AV Nackawic	Poplar	
	Maple	
Firewood		

7. The owner and contractor agree that Northumberland County Forest Products Marketing Board shall pay to the owner stumpage rates as set out herein and shall pay to the contractor the balance of selling price of wood covered herein.
8. A signed copy of this agreement shall be given to the owner and contractor.

9. The said parties to this agreement acknowledge that all terms herein contained shall be in full force and effect up to and including _____, 20____, or as specified by the owner and shall endure to and be binding upon their heirs, executors, administrators and assigns.

10. The parties hereby agree that during the term of the within agreement the owner/contractor (delete one) shall have voting privileges associated with the land herein described through the Northumberland County Forest Products Marketing Board.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first above written.

SIGNED, SEALD AND DELIVERED)	
In the presence of: (a witness))	
)	
<input type="checkbox"/>)	<input type="checkbox"/> _____
(Witness of Owner))	Owner
)	
<input type="checkbox"/>)	<input type="checkbox"/> _____
(Witness to Contractor))	Contractor

Certified Yes <input type="checkbox"/> No <input type="checkbox"/>
