

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 DNRB 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)).

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.

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.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

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;

AND:

hereinafter called the "CONTRACTOR",

OF THE SECOND PART.

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.

THIS AGREEMENT made in duplicate this _____ day of _____, 20__.

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

Woodlot Owner: _____

Location: _____

P.L.D. _____

Commencement Date: _____

Termination Date: _____

Price per hectare: _____

Scope of work: _____

11. The parties agree that the within contract applies to the following:

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.
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.
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.
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.
6. The Contractor shall review all work with inspectors from the Department of Natural Resources and Energy as and when requested.
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.
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.

