

APPENDIX 1

Sample Harvesting Contract

DISCLAIMER

The information provided under the 'Sample Harvesting Contract' is intended to assist woodlot owners and harvesting contractors who wish to enter into a harvesting agreement. It is to be used as an instructional document only, not as a final agreement. It is the responsibility of the contracting parties to make sure that they understand the terms and conditions attached to the clauses. The Department of Natural Resources disclaims any responsibility from any misunderstanding and or conflict resulting from the use of this document and the sample clauses. The intended users should consult with their own legal counsel prior to entering into any contract or agreement to ensure all legal requirements are met with respect to their specific circumstances.

Made this day of, 201..... and terminating the day of, 201.....

Between:

....., of (address)

(The "Landowner")

and

Company, represented by, of

(The "Harvester")

The Landowner agrees as follows:

LAND OWNERSHIP AND BOUNDARIES

1. The Landowner confirms that they possess good and marketable title to the property identified on the Nova Scotia provincial land boundary map as lot #, and further described as being the land granted to in (year)..... and recorded as Grant # (the "Property")
2. The Landowner agrees they will be responsible to represent the location of the identified property boundaries accurately and reliably.

FOREST MANAGEMENT PLAN

3. The Landowner agrees to provide the Harvester with a copy of the Forest Management Plan (the "Management Plan") for the Property that will identify the location of the harvest area (s), the type of harvest to be conducted (including species preference), harvest methods and prescription for non-harvest woody debris. The Management Plan will also advise the Harvester of non-fibre concerns that must be considered, including, but not limited to, water courses, wildlife habitat, timing of harvest, forest floor conditions, and road / trail conditions and treatments. The Management Plan will form part of and be attached to this Agreement as Schedule "A".

The Harvester agrees as follows:

HARVEST PLAN

4. The Harvester agrees to provide the Landowner with a basic Harvest Plan outlining how they intend to harvest the stand(s) identified for harvesting (the "Harvest Plan"). The Harvest Plan will specify methods of harvesting, species to be harvested and not harvested, timing of harvest and type of equipment they intend to use in the harvest. The Harvest Plan is to be finalized and signed by both Parties before any harvesting commences. The Harvest Plan will form part of and be attached to this Agreement as Schedule "B".

INSURANCE AND LIABILITY

5. The Harvester agrees to repair damages to landings and the local road system caused by improper use of harvesting equipment and further agrees that substantial rutting to the forest floor is unacceptable and is a ground for termination of this contract.

- 6. The Harvester agrees to maintain valid Workers Compensation Insurance and General Liability Insurance and to save harmless the Landowner from any actions, claims, liabilities, loss or damages which may arise as a result of harvesting activities carried out under this contract.
- 7. The Harvester agrees to follow all applicable laws including, but not limited to, the Wildlife Habitat and Watercourses Protection Regulations, the Forests Act, Wildlife Act, Water Resources Protection Act, Endangered Species Act, Environment Act, and Occupational Health and Safety Act, and all applicable regulations made thereunder.

PAYMENT

8. (OPTION 1) The Harvester agrees to pay the Landowner a rate of remuneration for harvested wood based on mill rates and to provide to the Landowner a copy of all mill receipts. The rate paid to the Landowner will be% of the mill rate. Payments will be made at the end of each month for all sales in the month. All harvesting and all payments are to be completed by the termination date of this contract.

(OPTION 2) The Harvester agrees to pay to the Landowner the Total Sum ofDollars (\$.....), for trees, composed of.....(number of each species) in advance of cutting (optional) -OR- payments will be made at the end of each month for all wood harvested in the month. All harvesting and all payments are to be completed by the termination date of this contract.

(OPTION 3) The Harvester agrees to pay the Landowner the Amount ofDollars (\$.....), per cord of wood. Payments will be made at the end of each month for all sales in the month. All harvesting and all payments are to be completed by the termination date of this contract.

SILVICULTURE

9. The Harvester agrees that a post harvest site assessment and silviculture schedule will be completed within three (3) years of the termination of this contract. Silviculture implementation will be dependent upon available funding.

General

TERMINATION

10 This Harvesting Contract may be terminated by either party at any time for nonperformance of the other party of any material term of the contract or for any illegality which may arise from performance or non-performance of any term of this contract.

Signed and Witnessed:

.....
Landowner Witness Date

.....
Harvester Witness Date

POSSIBLE ATTACHMENTS:

- 1. Schedule A - Forest Management Plan
- 2. Schedule B - Harvest Plan
- 3. Copies of relevant laws and regulations