

Forester Woodland Owner Contract Sample

The purpose of this document is to guide the thinking of forest owners, foresters, and their attorneys when they enter an agreement for services. As a conceptual document, this may address some issues that are not relevant to a forest owner-forester agreement and may not include other issues. Every contract should be personalized to reflect the needs and expectations of both parties at the time of the agreement. This document also serves an educational function to highlight issues and concerns that should improve the stewardship of private woodlands. This contract has benefited from legal review by Richard John, Esq., Thaler & Thaler, Ithaca, NY]

Section 1 - Client:Forester Relationship

AGREEMENT entered into on _____ (date) BETWEEN _____

_____ (company name, servicing forester, address, phone, fax, and email), hereinafter called forester, agrees to provide professional forestry services as described in this contract to _____ (owner name) of _____

_____ (mailing address, phone, fax, and email) for property located at _____

_____ (road and town) hereinafter called forest owner. This contract will terminate on _____ (date), unless extended in writing by both parties. The forest owner should document below any current or anticipated restrictions or easements on the property that may influence management practices:

The forester has provided a resume and list of recent clients to the forest owner and acknowledges the following active credentials (check all that apply):

- Member - Society of American Foresters
- Certified Forester® - Society of American Foresters
- Member - Association of Consulting Foresters
- Other - certification through other organizations _____
- Third party Green Certified through _____

- Number of continuing forestry education (CFE) credits received in the last 12 months = _____

The forester agrees to provide services listed below (see section 3), which the forest owner will select as desired by initialing and dating specific tasks. These services will be performed in a way to ensure the sustainability of the forest resource such that current management options will continue to be possible in the future. The forester will avoid the perception of a conflict of interest, including but not limited to purchasing timber from the forest owner or having a direct financial relationship with the purchaser of the timber. The forester will conduct services in a reasonable time period and agrees to work efficiently to hold forest owner costs to reasonable levels.

Section 2 - Payment Method and Constraints of the Contract:

- a) 1. The forest owner agrees to pay the forester \$_____ per hour for services, including travel, and agrees to make payment within ten days of receipt of billing for such services. An initial consultation fee of \$_____ is required. Billing for services will occur [*weekly *monthly *at finish] (circle one) and includes a down-payment of \$ _____ due at signing of this agreement. Based on the services requested in section 3, total estimated bill, subject to final revision, is \$ _____. Payments delinquent beyond 30 days are subject to a late fee of \$ _____ per day or _____ % [APR].

- b) During the life of this contract, the forest owner agrees to alert the forester to any other contracts or agreements that may influence forestry operations the forester has agreed to perform. The forest owner is responsible for any expenses of the forester that results from newly entered contracts or easements that affect the execution of this agreement.

- c) If the forester provides timber sale assistance, specifically any of items #4 - 9 in Section 3, and the forest owner sells additional timber from the same stand [management unit] during the life of this contract or within 18 months of the closure of this contract, the forest owner will pay the forester of this contract _____ % of the total value of the subsequent sale.

- d) This agreement can be terminated by either party upon thirty days notice in writing to the other party. This contract shall terminate if the property is sold or if the forester discontinues business operations. The forest owner is obligated to pay for contracted services provided by the forester prior to the termination of the contract.
- e) Either party can propose written changes to the contract to which the other party shall respond within 10 business days of receipt.
- f) Except for gross negligence or intentional misconduct, the forest owner is not liable for injuries sustained by the forester or his/her employees while working on the forest owner's property. The forester is responsible for maintaining and providing proof of Workers Compensation Insurance in the amount of \$ _____ if the forester is not a sole proprietor and employee. The forester will list the forest owner as "additional insured" on a certificate of liability insurance provided to the forest owner, in the amount of \$ _____.
- g) At completion of the contract, or upon termination, the forester will provide high quality copies of all materials developed through the relationship with the forest owner. The forest owner will pay all current expenses associated with contract-related work.
- h) The forest owner guarantees ownership of the property or will provide proof of authority to conduct forestry practices if the property is under lease.
- i) The forest owner will mark, or provide for the marking of, property boundaries.
- j) This contract does not transfer to subsequent owners of the property if the property is sold during the life of the contract.
- k) This contract can not be sold or otherwise transferred to a forester in a different company or to a different company with the same

forester.

- l) As part of the payment for services requested by the forest owner, the forester shall provide standard supplies used for plan development, inventory data collection and analysis, tree marking paint, flagging and other standard materials except as noted below for specific services.
- m) The forest owner will require that any subcontractors of the forest owner who are involved in forestry practices administered by the forester, including but not limited to loggers, will provide a certificate of liability insurance listing the forest owner and forester as "additional insured".
- n) A surety bond provided by loggers or other subcontractors will be held by the landowner forester other: _____ (circle one) and released upon the landowner's approval for satisfactory work.
- o) The landowner grants access to the property by the forester and associated specialists under the direction of the forester to carry out the tasks desired by the landowner for the purpose of collecting field data that might include activities such as but not limited to: measurements of trees, soil samples, wildlife habitat measurement, leaf and twigs samples, increment cores, and photographs. Efforts will be made by the forester and specialists to minimize any disturbance of trees and the property during these activities.

Section 3 – Services Provided

The forester agrees to provide the forest owner the following services:

Forest Management Practice	Action Desired by Forest Owner (initials of Forest Owner)	Estimated Completion Date - provided by forester	Estimated Cost (\$)
1. Develop forest management / stewardship plans that meets the following standards (circle all that apply): (i) NY Forest Stewardship (ii) NYS 480-a			
2. Forest stand delineation, inventory, and analysis			
3. Silvicultural prescription for objectives, volume determination, and prospectus development			
4. Forest product marking			
5. Solicitation of sale bids			
6. Showing timber to prospective buyers			
7. Develop sale contract with site specific information			
8. Execute contract. Supervise harvest with an inspection every _____ days during harvest operations.			
9. Timber trespass field data collection			
10. Timber trespass office and court room assistance and other administrative actions			
11. Administrative functions related to NYS Tax Law 480-a			
12. Other (specify)			
FINAL / TOTAL			

Sample Contract Only – Consult Your Attorney for Specific and Appropriate Language

The terms of this agreement are hereto accepted by the following parties:

Date:

Forest Owner (print name and signature)

Date:

Forester, (print name and signature)

Date:

Witness/Notary Public, (print name and signature)