

Reforestation Contracts

The reforestation of a plot of land can often be a complicated process. It may include site preparation by chemical or mechanical means, tree planting, prescribed burning, and cull tree removal. Many forest landowners are unable to perform these tasks on their own and must hire a vendor with the manpower and equipment to do the job for them.

When hiring a vendor to perform reforestation work, a written contract is essential. Agreements sealed by a simple handshake are common in the forestry business, but these agreements are often misinterpreted or misunderstood. Both the landowner and the vendor need the protection provided by a well-written contract.

The contract should contain a legal description of the property to be treated and the period of time during which the work will be performed. It should also contain a specific description of the work to be per-

formed and the method of payment agreed to by both parties.

The contractor and the landowner should sign the contract in the presence of two impartial witnesses who should also sign the contract. It is also a good idea to have the contract notarized.

Remember to consult an attorney for advice and counsel before entering into any legal agreement. Put all agreements in writing and make sure each party has a copy of the contract.

The sample reforestation contract contained in this publication is written in lay terms by a professional forester. Any actual contract between a landowner and contractor should be written and approved by the landowner's attorney. The author of this publication and the Alabama Cooperative Extension Service, Auburn University, assume no legal responsibility for the sample contract presented herein.



Sample Reforestation Contract
Memorandum Of Agreement
Cultural Activities

The first section of the contract specifies the parties to the contract, the state laws which will apply, the location and size of the area to be covered by the contract, and the period of time the contract will cover.

State of Alabama, County of _____

This Memorandum of Agreement is made and entered into this _____ day of _____, 19____, by and between _____

(Name and mailing address)

hereinafter known as the landowner, and _____

(Name and mailing address)

hereinafter known as the contractor.

This agreement shall be governed by the laws of the state of Alabama.

The contractor agrees to perform the services described below on a site designated by the landowner, or his agent, for the performance of certain cultural activities on the following described lands.

_____ acres, located in _____

(Section, township, range)

on or near Highway/County Road No. _____ in the county of _____ and the state of _____, and accurately outlined on a map or plat furnished by the landowner, or his agent, and attached hereto, and accurately and clearly marked on the ground by the landowner, or his agent.

This agreement shall be in effect from the time it is executed until _____ 19, ____ after which time the contract is null and void unless a written extension is agreed to by both the landowner, or his agent, and the contractor.

A. Site Preparation

1) The contractor agrees to do site preparation work which is described as follows: _____

Work is to meet specifications as approved by the Alabama Forestry Commission for Federal Cost Sharing.

2) Upon completion of this work, the landowner agrees to pay the contractor within thirty (30) days immediately following the date of the invoice on the following basis:

The contractor agrees to do site preparation at a cost of \$_____ per machine hour but not to exceed \$_____ per acre as determined after completion of operation from a plat by recognized land measurement methods acceptable to both parties.

B. Tree Planting

1) The contractor agrees to (hand or machine) _____ plant _____ tree seedlings per acre, plus or minus _____ percent, of _____ species. Work is to meet specifications as approved by the Alabama Forestry Commission for Federal Cost Sharing. While every precaution will be taken to protect and plant seedlings according to best forestry practices, the contractor cannot guarantee

The next section describes the site preparation work to be done and the price at which the work will be performed.

The next section describes the tree planting work to be done and the price at which the work will be performed.

survival of the seedlings due to the vagaries of weather and other acts of God over which the contractor has no control.

2) Upon completion of this work, the landowner agrees to pay the contractor within thirty (30) days immediately following the date of the invoice on the following basis:

The contractor agrees to plant tree seedlings at a cost of \$ _____ per thousand or \$ _____ per acre.

C. _____
(Prescribed burning, boundary line painting, timber stand improvement, cull tree removal, etc.).

1) The contractor agrees to do _____
which is described as follows: _____

2) Upon completion of this work, the landowner agrees to pay the contractor within thirty (30) days immediately following the date of the invoice on the following basis:

The contractor agrees to do _____
at a cost of \$ _____ per _____ (mile, acre or hour).

D. Indemnity

The landowner agrees to indemnify and hold harmless the contractor against any and all successfully asserted claims against "the contractor arising out of this agreement for personal injury death, or property damage to lands of the landowner or of others, resulting solely from the negligence of the landowner, the landowner's agents, servants, or employees; and, the contractor agrees to indemnify and hold harmless the landowner against any and all successfully asserted claims against the landowner arising out of this agreement for personal injury, death, or property damage to lands of the landowner or of others, resulting solely from the negligence of the contractor, its agents, servants, or employees.

Further, the landowner and the contractor both signify that they have read, understand, and agree to the General Conditions as set forth in the Exhibit attached hereto.

IN WITNESS WHEREOF, the parties hereto have executed this contract in duplicate this _____ day of _____ 19____.

Witness

Contractor

Witness

Landowner or Agent

Notary Public

Date

My Commission Expires: _____

The following section can be used to describe any other cultural practice to be performed, such as prescribed burning, boundary line painting, timber stand improvement, cull tree removal, etc., and the price at which the work will be performed.

Exhibit General Conditions

- 1) Any extra work requested by the landowner will increase the cost.
- 2) The contractor agrees to perform all work in a workmanlike manner and according to the methods described previously
- 3) The landowner accepts full responsibility for damage to any person or property caused as a result of inaccurate marking or designation of boundary lines around the area in which the work is to be performed, or around the property in general, and will hold the contractor harmless from any claim against the contractor for damage or liability resulting from such cause.
- 4) The contractor may not subcontract any part of this contract without prior written approval of the landowner
- 5) Should there at any time be a dispute between the landowner and the contractor as to any matters hereunder and the dispute is not settled by agreement, then either the landowner or the contractor may require that the matter be arbitrated by submitting it to a panel of three (3) qualified individuals not connected in any way with the case in point: one member of the panel to be selected by the landowner, one member of the panel to be selected by the contractor, and one member of the panel to be selected by these two panel members collectively. The panel's decision will be final. Notification of such request for arbitration must be submitted to the other party in writing within thirty (30) days of the dispute. The costs and expenses of these arbitrators will be borne equally by the landowner and the contractor.
- 6) In the event of default in payment by the landowner of the price required to be paid by sections A-2, B-2, or C-2 of this agreement, upon demand by the contractor, the amount so specified shall become due and payable together with interest on the unpaid balance at _____ percent per annum from the date of the demand and in addition thereto all costs incident to collection of the amount including an attorney's fee of _____ percent of the principal and interest.

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For more information, call your county Extension office. Look in your telephone directory under your county's name to find the number.

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