

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

BETWEEN:

NORTH SHORE FOREST PRODUCTS MARKETING BOARD,
With Office at the City of Bathurst, in the County of Gloucester and
Province of New- Brunswick,

Hereinafter called the ``Marketing Board``

OF THE FIRST PART

AND:

_____(name)
CONTRACTOR, any person or corporation doing silviculture work
on private woodland under the direction of the North Shore Forest
Products Marketing Board

Hereinafter called the ``contractor``

OF THE SECOND PART

AND:

_____(name)
of _____, in the county of _____
and Province of New-Brunswick,

Hereinafter called the ``owner``

OF THE SECOND PART

WHEREAS the Marketing board promotes silviculture and proper woodlot management;

AND WHEREAS various private woodlot owners request the assistance and direction of the Marketing Board in improving their woodlots;

AND WHEREAS the Marketing Board is prepared to pay the Contractor for pre-approved work on private woodlots under the following terms;

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS;

1. Upon the private woodlot owner requesting work to be completed on a woodlot a job number will be assigned by the Marketing Board to the work and work will be authorized as and when funds are or become available.
2. In the event that there are not sufficient funds to carry out the requested work at time of request, the request will be held and considered as and when funds are available.
3. Prior to the commencement of any work on private woodlots the land owner shall consent 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 owner's property.
4. The owner shall at all times have his boundaries clearly marked for the benefit of the contractor.
5. Nothing herein shall be deemed or construed by the parties hereto as creating the relationship of employer and employee between the Marketing Board and the contractor, and the contractor shall at all material times to this agreement be deemed an independent contractor. Subject to the terms and conditions of this agreement the contractor may conduct his business in such manner as he deems fit and may hire employees who shall look only to the contractor for their compensation. The contractor shall not be deemed to be nor hold himself/itself out nor permit employees of the contractor to hold themselves out as employees, servants, agents, or otherwise of the Marketing Board.
6. The contractor shall be solely responsible for payment of all worker's compensation assessments to ensure protection of employees in the event of job site injury resulting in disability and the Marketing board will not, in any manner, be responsible to the contractor or employees of the contractor arising from job site injuries resulting in disability it being the sole responsibility of the contractor to provide disability benefits in the event of jobsite injuries.
7. The contractor shall carry out the assigned work in a good and workmanlike manner, and shall indemnify and save harmless the Marketing board and the woodlot owner from any loss, costs, claims, charges, suits, actions or demands made, brought or recovered against the Marketing Board or the woodlot owner resulting from the performance of any duties set forth in this agreement to be performed on the part of the contractor.
8. The contractor shall carry out the assigned work within the boundaries of the woodlots as established by the owner.
9. The contractor shall review all work with inspectors from the Marketing Board and/ or Department of Natural Resources and Energy as and when requested.

10. The owner grants permission to the Marketing Board and/or the Contractor to enter upon his lands to carry out the silviculture work and woodlot management.

11. The owner shall indemnify and save harmless the Marketing Board for any loss, costs, claims, charges, suits, actions, or demands the owner may have against the Marketing board resulting from performance of any duties set forth in this agreement to be performed by the contractor.

12. Any fines levied by the Department of Natural Resources for work performed under this contract not to the satisfaction of the Department of Natural Resources shall be the sole expense of the contractor and/or owner and the owner shall indemnify and save harmless the Marketing Board for any fines or levies assessed against the Marketing Board by the Department of Natural Resources resulting from work performed under this contract.

13. Upon satisfactory completion of the work, which shall include such inspections as may be carried out by the Marketing board or the Department of Natural Resources and energy, the Marketing Board shall pay to the contractor the pre-approved rate per hectare. The board shall retain 10% if the payment due on each contract until that time of year, when the Department of Natural Resources and Energy shall agree that all work was satisfactory, all moneys due to the contractor shall be forfeited to pay any penalty assessed by D.N.R.E. on all said contractors work that year.

14. The contractor hereby undertakes and agrees to complete the work to the specifications required by the Department of Natural Resources and Energy, and further agrees to protect and save harmless the woodlot owner and the Marketing Board from all fines, penalties, or liability imposed by reason of failures on the part of the contractor to fulfill his contract.

15. The landowner agrees not to carry out any harvesting activities within the boundaries of the treated area (spaced) for a period of two years from completion of the spacing job. The landowner 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 two years.

16. The parties agrees that the within contract applies to the following:

Woodlot owner: _____
 Location: _____
 P.I.D. or P.A.N. _____
 Commencement Date: _____
 Termination Date: _____
 Price per hectare : _____
 Scope of work: _____

17. This agreement shall enure to the benefit of and be binding upon the parties hereto their respective heirs, executors, successors and assigns.

IN WITNESS WHEREOF the said parties have hereunto set their respective hands and seals the day and year herinafter written.

SIGNED, SEALED AND DELIVERED

In the presence of:

Date: _____

NORTH SHORE FOREST PRODUCTS MARKETING BOARD

Per: _____
MARKETING BOARD

Date: _____

CONTRACTOR

I, _____, Woodlot Owner hereby consent to the terms and conditions of the within contract.

DATED this ____ day of _____, 20__.

WOODLOT OWNER