

MODEL LOGGING CONTRACT

This stumpage agreement is made this day of (date) between:
(Landowner Name) of (Village), (County), Nova Scotia, hereinafter referred to as the
“Grantor” and
(Contractor Name), owned and operated by (Owner) of (Village), (County), Nova Scotia,
hereinafter referred to as the “Grantee”

The Grantor hereby grants permission to the Grantee including employees, sub-contractors, trainers, truckers and any other work-related agents, with any necessary equipment to access the said property (see Schedule A), upon the following conditions:

1. The Grantor has good title to the lands, the lands are free from all encumbrances, the Grantor has authority to sell said timber, and the Grantee shall have quiet possession of the said land, timber and trees until completion of harvest. (A timeline should be agreed upon with a specific date of completion)
2. The Grantee agrees to pay the Grantor stumpage fees according to Schedule B.
3. The Grantee shall carry a Workers Compensation registration number for its employees, a valid comprehensive insurance policy, and have up-to-date BMP training for its employees and operators. Documented proof of these items shall be made available to the Grantor upon request.
4. The Grantee will adhere to all existing federal, provincial and municipal regulations and laws related to forest management. This includes Wildlife Habitat and Water Course Protection Regulations, Occupational Health and Safety Act, Workers Compensation Act, Forest Act, Wildlife Act, Water Resources Protection Act and Endangered Species Act.
5. The Grantee covenants that the trees shall be felled with as much care as possible and will not do unnecessary damage to remaining vegetation, adjacent roads, fences or fields.
6. The Grantee covenants that no environmental damage shall be carried out during the time of this Agreement and the Grantee shall be responsible for repairing any undue environmental damage.
7. The Grantor’s objectives for forest management are understood by the Grantee and are documented in Schedule A.
8. This Agreement may be amended only by a written agreement signed by the Grantor and Grantee.

SCHEDULE A

Harvesting and Reforestation Plan

1. Property location and owner's identification

- Name and civic address
- Woodlot location, access point and PID #
- Stands to be harvested (stand # if from management plan, and area)
- Woodlot Manager (if applicable)
- Logging contractor name
- Wood transport contractor name

2. Harvest specifications

- Municipal or other permits required
- Type of harvest operation
- Boundaries flagged pink or orange with verification by landowner and neighbor if against property boundary line, and not surveyed
- Season of operation, start and completion dates

3. Size and description of area to be harvested

- Boundaries located and inspected by
- Area in acres to be harvested
- Species mix of merchantable trees
- Volume expected: ___ cords softwood, ___ cords hardwood,
- Product specifications: Examples listed below for common products
- Premium spruce logs are 8" and up, 12,14,16'
 - Regular spruce logs are 4-8" same lengths
 - Softwood studs are 4" up, 100" long
 - Pulpwood is spruce/fir, 3-12", 100" long
 - Firewood is all hardwood, 100" long
 - Poplar logs are 8"+ tops, all white wood, 100"
 - Poplar firewood is 100" long (n/a for logs)
- Delivery points and receiving mills:
 - Sawlogs to be purchased by
 - Pulp wood to be purchased by
 - Firewood shall be distributed by

4. Special conditions: (examples)

- Special sites to be protected:
- Tree species retention for seed diversity:
- Sensitive areas:
- Riparian reserves:
- Species-at-Risk identification:
- Tops and slash disposal or treatment: leave on site

5. Road and landing construction and maintenance:

- Describe forest road and: proposed use, required upgrades, who is responsible for upgrades, snow removal etc.
- Road closures: Forecast how roads subject to weight restrictions in spring may affect product shipments

6. Reforestation after harvest:

- Regeneration system: (planting, fill planting, natural regen, etc.)
- Responsibility: Contractor name, funding source
- Season and year of treatments:
- Tending: Who is responsible for follow-up silviculture treatments?

7. Contact persons and information

- Contract supervisor
- Trucker
- Local DNR contact

8. Operation Description:(example)

- Stand 2 is scheduled for final harvest in the winter of -----.
- Wildlife clumps will be located in----- parts of the stand. 2 are required.
- Any areas with a high percentage of unmerchantable trees will be avoided.
- Harvested wood will be forwarded through-----to the landing at-----.
- Harvesting will start along the ----- boundary of the stand and work eastward.2009 Access to stand ----- requires frozen ground and a portable bridge to cross the alder swale.

SCHEDULE B

