



**YORK-SUNBURY-CHARLOTTE  
FOREST PRODUCTS MARKETING BOARD**

PO BOX 424, STN. A, FREDERICTON, NB E3B 4Z9

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**SILVICULTURE SERVICE AGREEMENT  
2025/26**

**THIS AGREEMENT** made this \_\_\_\_\_ DAY OF \_\_\_\_\_.

**BETWEEN:** **YORK, SUNBURY, CHARLOTTE FOREST PRODUCTS MARKETING BOARD**, incorporated under the laws of New Brunswick by virtue of a regulation under the Farm Products Marketing Act, with registered office at the City of Fredericton, in the county of York and Province of New Brunswick, (hereinafter called the "Board")

**AND:** \_\_\_\_\_, (hereinafter called the "Contractor")

**WHEREAS** The Board promotes Silviculture and proper woodlot management;

**AND WHEREAS** The Board identifies various private woodlots requiring assistance for woodlot improvement.

**AND WHEREAS** The Board is prepared to pay the Contractor for pre-approved work on private woodlots;

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1) Upon the Board identifying that silviculture work is required on a woodlot, work will be authorized as and when funds are or become available.
- 2) In the event there are not sufficient funds to carry out the requested work as per the annual contract between the Board and Contractor (see Schedule A) the request will be held and considered when funds are available.
- 3) Prior to the commencement of any work on private woodlots, the owner shall consent in writing to the proposed scope of work, and the period of time over which the contractor shall work on the owner's property.
- 4) The Contractor shall carry out the assigned work in a good and workmanlike manner and shall indemnify and save harmless the Board and the owner from all claims, including statutory liens, environmental regulations, and any other causes or matters which may arise directly or indirectly as a result of his/her acts or neglects. The Contractor will ensure that regulations under all applicable acts are adhered to.
- 5) The Contractor will carry out the assigned work within the boundaries of the woodlot.
- 6) The Contractor hereby undertakes and agrees to complete the work to the specifications required by the Department of Natural Resources & Energy and the Board, and further agrees to indemnify and save harmless the owner and Board from all fines, penalties, or liability of any kind of imposed by reason of failure on the part of the contractor to fulfill his contract.
- 7) **The Contractor is required to have all areas pre-approved by Board forest management staff prior to commencement of work on the ground.** The contractor shall review all work with Board staff as and when requested. Upon satisfactory quality assessment of the work, which shall include such inspections as may be carried out by the Board or the Department of Natural Resources & Energy, the Board shall then pay the contractor the designated rate per hectare after receiving an invoice from the Contractor.

- 8) The payment provided to the Contractor for silviculture services is subject to HST, provided the Contractor provides the Board with their valid registered HST number, payment invoices, and a signed yearly Silviculture Service Agreement.
- 9) The Board requires the Contractor, as a condition of the contractor signing this agreement and receiving payment hereunder, to carry all applicable insurance and/or liability coverage as required by law.
- 10) The Contractor is not an employee of the Board and shall not represent themselves to the owner or to third parties as an employee of the Board. The Contractor is an independent contractor and is responsible for his own income tax, employee remittances, and the like.
- 11) The Contractor is responsible for obtaining required work permits and maintaining safety and firefighting equipment in accordance with the work permits.
- 12) Final payment on any job will not be made until all work is deemed to be acceptable according to DNRE or Board criteria.
- 13) An annual contract between the Board and Contractor must be completed and signed by both parties prior to the commencement of work for the season. Said contract is to be attached to this Silviculture Service Agreement as Schedule A.
- 14) By signing this contract, the Contractor shall indemnify and save harmless the Board and the woodlot owner from all claims.

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

**YORK SUNBURY CHARLOTTE FOREST PRODUCTS MARKETING BOARD INC.**

Per: \_\_\_\_\_

Contractor Name (please print) \_\_\_\_\_

Per: \_\_\_\_\_

DATED this \_\_\_\_\_ DAY OF \_\_\_\_\_.



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**SCHEDULE A**

**THIS CONTRACT MADE THIS** \_\_\_\_\_ **DAY OF** \_\_\_\_\_.

**BETWEEN:** **YORK, SUNBURY, CHARLOTTE FOREST PRODUCTS MARKETING BOARD**, incorporated under the laws of New Brunswick by virtue of a regulation under the Farm Products Marketing Act, with registered office at the City of Fredericton, in the county of York and Province of New Brunswick, (hereinafter called the "Board")

**OF THE FIRST PART,**

**AND:** \_\_\_\_\_, (hereinafter called the "Contractor")

**OF THE SECOND PART.**

**RE:** Silviculture work in the YSC Forest Products Marketing Board area for 2025/26

I, \_\_\_\_\_ (contractor's name) anticipate having the ability to

complete silviculture work on approximately \_\_\_\_\_ ha of forest land during the 2025/26 season:

Treatment(s): \_\_\_\_\_

Treatment(s): \_\_\_\_\_

Treatment(s): \_\_\_\_\_

**Contractor Name (please print)** \_\_\_\_\_

HST Registrant ☐ Yes ☐ No HST Number: \_\_\_\_\_

Exact Name Registered with CRA: \_\_\_\_\_

Address: \_\_\_\_\_

Per: \_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_.

**YSC Forest Products Marketing Board commits to working with** \_\_\_\_\_ **for the 2025/26 season to complete the above requested work area. All reasonable efforts will be taken to maintain communication between said parties to ensure funds are available; however, should the area listed above need to be amended by either party, notice will be given as soon as possible.**

All treatment guidelines will be followed as per the attached criteria in Schedule B along with current rates and any additional instructions (e.g. completion dates.)

**YORK SUNBURY CHARLOTTE FOREST PRODUCTS MARKETING BOARD INC.**

Per: \_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_.