

PID #: \_\_\_\_\_ (the "Property")  
PORTER / HARVESTER / LOADER AGREEMENT

THIS AGREEMENT MADE ON \_\_\_\_\_.

Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

(hereinafter referred to as the "**Sub-Contractor**")

**AND**

Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

(hereinafter referred to as the "**Contractor**")

### Sub-Contractor Rates

We, the undersigned, agree that the York-Sunbury-Charlotte Forest Products Marketing Board (the “**Board**”) shall distribute proceeds received from the sale of forest products harvested under this agreement, and that the Board shall deduct Sub-Contracting payments payable by the Contractor to the Sub-Contractor at the Sub-Contracting rates set out below. The Board is acting solely as a payment intermediary and is not a party to this contract or any sale of forest products.

Each mill scale slip and corresponding transportation certificate (TC) must identify the above property identification number (PID) and woodlot owner(s) for whom the forest product was removed, to be paid.

Product	Rate/Cord	Rate/Tonne	Rate/Ton	Rate/MFBM
Softwood Studwood				
Softwood Sawlogs				
Softwood Pulp				
Poplar Pulp				
Hardwood Pulp				
Cedar				
White Pine				
Hardwood Sawlogs				
Hardwood Veneer				
Biomass				
Other:				
Other:				

### General Provisions of Agreement

The Sub-Contractor and Contractor agree as follows:

#### **1. Sub-Contracting Payment Administration**

All Sub-Contracting payments received shall be received and distributed by the Board. The basis for payment shall be mill scale, and the Contractor or trucking company/trucker must provide the Board with a copy of each scale slip and transportation certificate (TC) slip for wood delivered from the Property each week. Conversion factors used shall be those most recently published by the New Brunswick Forest Products Commission.

## **2. Changes to Payment Terms**

If, at any time during the term of this Agreement, the Sub-Contracting rates or payment method is amended, the Board shall be notified and a written amendment signed by the Contractor and Sub-Contractor shall be required to reflect the change which shall be circulated with the Board.

## **3. Role of the Board**

The Sub-Contractor and Contractor acknowledge that the Board is not a party to this Agreement. The Board acts solely as a neutral intermediary to facilitate communication, receive and distribute funds, and provide operational guidance. The Board does not guarantee payment, supervise harvesting activities, or assume responsibility for the performance of either party. The Board shall not be liable for any claims arising out of this Agreement or the harvest.

## **4. Dispute or Direction to Withhold Funds**

If, at any time prior to disbursement of proceeds, the Board receives notice of a dispute between the Sub-Contractor, Contractor, or Woodlot Owner(s) – or between co-owners of the property – relating to payment, entitlement, or authority, the Board may, in its sole discretion:

- i. Pay the funds out according to this Agreement;
- ii. Suspend payment of any disputed funds;
- iii. Hold those funds in trust pending mutual written direction from the affected parties, a court order, or such other resolution as the Board deems sufficient;
- iv. Require the parties to resolve the dispute independently, including through legal process; or
- v. Pay the disputed funds into court by way of interpleader or other legal mechanism.

The Board shall not be liable for any loss, delay, or damages resulting from the suspension or withholding of payment in accordance with this clause.

## **5. No Obligation to Adjudicate Disputes**

The Board shall have no obligation to interpret, mediate, or adjudicate any disagreement between the parties, including disputes over contract terms, payment entitlement, harvest quality, or ownership.

## 6. Miscellaneous

This Agreement is governed by the laws of the Province of New Brunswick. It may be executed in counterparts and signed electronically. Any disputes arising from this Agreement are solely between the Contractor and the Woodlot Owner(s).

Dated \_\_\_\_\_.

Contractor Signature

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

Sub-Contractor Signature

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

Please return this completed contract to the YSC Forest Products Marketing Board.

Email: [yscfredericton@yscnb.ca](mailto:yscfredericton@yscnb.ca) or [yscsts@yscnb.ca](mailto:yscsts@yscnb.ca)

Fax: (506) 444-0517