

PID #: _____ (the "Property")

TRUCKING AGREEMENT

THIS AGREEMENT MADE ON _____.

Name: _____

Address: _____

Phone: _____

Email: _____

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

AND

Name: _____

Address: _____

Phone: _____

Email: _____

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

Trucking 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 Trucking payments payable by the Contractor to the Trucker at the trucking 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.

Mill / Product	Rate/Cord	Rate/Tonne	Rate/Ton	Rate/MFBM	Rate/Load

General Provisions of Agreement

The Trucker and Contractor agree as follows:

1. Trucking Payment Administration

All trucking 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 trucking rates or payment method is amended, the Board shall be notified and a written amendment signed by the Contractor and Trucker shall be required to reflect the change which shall be circulated with the Board.

3. Role of the Board

The Trucker 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 Trucker, 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:

Trucker Signature

Per:

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

Email: yscfredericton@yscnb.ca or yscsts@yscnb.ca

Fax: (506) 444-0517