

PID #: \_\_\_\_\_ (the "Property")

## STUMPAGE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(hereinafter referred to as the "**Woodlot Owner(s)**")

**AND**

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

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

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

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

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

### Stumpage 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 stumpage payments payable by the Contractor to the Woodlot Owner(s) at the stumpage 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.

The Contractor must identify on each mill scale slip the above property identification number (PID), and Woodlot Owner(s) to whom the stumpage is 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:				

*If the Woodlot Owner(s) and Contractor have entered into a separate agreement whereby the Contractor is to receive the full payment from the Board and subsequently pay the Woodlot Owner(s) directly, the Woodlot Owner(s) must indicate so by initialing below. In such case:*

- 1. The Board shall remit all harvest proceeds directly to the Contractor;*
- 2. The Woodlot Owner(s) waives any right to payment from the Board;*
- 3. The Board shall have no responsibility or liability for verifying or enforcing payment from the Contractor to the Woodlot Owner(s);*
- 4. Any issues related to non-payment, delay, or miscalculation shall be resolved directly between the Contractor and Woodlot Owner(s).*

☐ **Initial here if this clause applies:**

**Woodlot Owner(s) Initials:** \_\_\_\_\_

*If the Woodlot Owner(s) and Contractor have agreed to make stumpage payments directly between themselves — including by way of lump sum or installment payments — and have opted not to have*

*the Board handle disbursement of those funds, then the Board shall have no responsibility or liability whatsoever for any non-payment, delay, miscalculation, or other payment-related issue between the parties. The Woodlot Owner(s) and Contractor shall sign a waiver attached hereto as **Schedule "A"**.*

### **General Provisions of Agreement**

The Woodlot Owner(s) and Contractor agree as follows:

#### **1. Stumpage Payment Administration**

All stumpage 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 truck control (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. Property Description and Boundaries**

This Agreement applies only to the Property. If this Agreement applies to only a portion of the Property, the Woodlot Owner(s) shall provide a sketch showing clearly defined harvest boundaries and reference points (e.g. streams, roads). The Contractor agrees not to harvest outside the area identified in the attached sketch in **Schedule "B"** hereto (if any), if applicable.

#### **3. Ownership Acknowledgment**

The Woodlot Owner(s) represent and warrant that they are the sole registered owner(s) of the property listed above or are duly authorized by all registered owners to enter into this Agreement. The Woodlot Owner(s) agrees to indemnify and hold harmless the Board from any claims or liability arising from any inaccuracy or dispute concerning ownership or authority to authorize the harvest.

#### **4. Insurance and WCB Coverage**

The Contractor shall ensure that they and all employees working on the Woodlot Owner(s)'s property are covered by valid insurance and workers' compensation coverage in accordance with the New Brunswick Workers Compensation Act. Proof of coverage must be provided to the Woodlot Owner(s) and/or Board upon request.

#### **5. Road Construction and Maintenance**

The Contractor agrees to perform all necessary road construction and maintenance at their own expense, in accordance with applicable Provincial regulations, unless otherwise expressly agreed in writing.

#### **6. Boundary Protection**

The Contractor shall ensure that property lines are respected and kept free of slash and debris. No boundary line trees may be cut. The Contractor shall take all reasonable steps to prevent harvesting beyond property boundaries, even if boundary lines are poorly marked.

## **7. Harvest Completion Timeline**

All harvesting shall be completed on or before \_\_\_\_\_. All merchantable wood must be removed from the property by that date unless otherwise agreed in writing by the parties.

## **8. Harvesting Standards**

Stump height shall not exceed 12 inches. All trees shall be limbed to a 3-inch top. All merchantable trees that are cut or damaged must be removed to the landing.

## **9. Best Management Practices**

The Contractor shall adhere to the Best Management Practices manual provided by the Board. It is the Contractor's responsibility to review and comply with those guidelines throughout the harvest.

## **10. Changes to Payment Terms**

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

## **11. Role of the Board**

The Woodlot Owner(s) 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.

## **12. Board's Role in Mill Arrangements**

Where harvested forest products are delivered to a mill under a purchase agreement or pooled volume contract facilitated by the Board, the Board does not take ownership of the forest products and is not responsible for any contractual obligations between the parties or between the Contractor and the mill. The Board's role is limited to coordinating access to marketing opportunities and facilitating payment distribution. The Board shall not be liable for any claims, losses, or disputes arising from such mill arrangements, including pricing, delivery obligations, or volume commitments, which remain the sole responsibility of the Contractor and/or Woodlot Owner.

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

If, at any time prior to disbursement of proceeds, the Board receives notice of a dispute between the Woodlot Owner(s) and Contractor — 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.

#### **14.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.

#### **15.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:

**Woodlot Owner(s) Signature**

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

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

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

\_\_\_\_\_  
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

## Schedule "A"

### Waiver of Payment Administration by YSC

#### WAIVER AND ACKNOWLEDGMENT

Regarding Direct Stumpage Payment Between Contractor and Woodlot Owner(s)

We, the undersigned Woodlot Owner(s) and Contractor, acknowledge that although we have entered into a stumpage agreement facilitated by the York-Sunbury-Charlotte Forest Products Marketing Board (the "**Board**"), we have chosen to handle all stumpage payments directly between ourselves and not through the Board.

**We hereby agree and confirm that:**

1. The Board shall not be responsible for receiving, distributing, verifying, or enforcing any payments between the parties;
2. We each waive any claim against the Board for non-payment, underpayment, late payment, or any other issue relating to the payment of stumpage; and
3. We fully release and indemnify the Board from any liability in connection with the payment of stumpage under this arrangement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

**Contractor Signature**

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

**Woodlot Owner(s) Signature**

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

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

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

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

**Schedule "B"**

**The Property and Harvested Area of the Property**