

Harvesting Agreement

This Harvest Agreement, herein referred to as the Agreement is made and entered into this _____ day of _____ 20__, by and between Tree Co. Name or Individual Name, hereinafter referred to as the Owner, and _____ hereinafter referred to as the Contractor.

1. Landowner owns the property on the following lands:Legal Description..... (see attached map).
2. The parties agree that the contractor shall perform for Owner certain services in connection with the management of these lands. These services and payment are specified in Schedule A and A-1 of this Agreement.
3. This Agreement shall start on _____, 20__ and shall end on _____, 20__.
4. Owner agrees to pay Contractor for the services set out in Schedule A-1. If Landowner desires Contractor to perform other services, these will be reduced to writing and added to this Agreement as additional schedules.
5. In performance of this Agreement, the Contractor is independent and as such will pay all obligations incurred by it.
6. Contractor shall indemnify and save harmless Owner from any and all claims of every nature arising out of the activities of the Contractor in the performance of this Agreement.
7. Contractor may, and has the right, to contract with others for services to be covered under this Agreement, provide such contracts shall not relive Contractor of any obligations under this Agreement.
8. Prior to commencing the work or any operations contemplated, Contractor shall procure Loggers Broad Form P.D. as well as general/public liability, automobile/motor vehicle liability, and property damage insurance with an insurance company acceptable to the Landowner with limits of not less than \$2,000,000 for accidental death and injury to one person, \$2,000,000.00 for accidental death or injury to one or more persons in one occurrence, and \$1,000,000 for damage to property. Such insurance shall cover all risks arising directly or indirectly out of the work or Contractor's operations. Owner shall be listed as Additionally Insured and covering the liability assumed by Contractor under this Agreement. Insurance Company must send proof of such coverage a minimum of ten (10) days prior to any change or cancellation of the above policy
9. If either party defaults, has proceedings initiated under bankruptcy laws, or fails to comply with all provisions of this contract, the other party has the right to terminate this contract three (3) days after oral notice.
10. In the event of suit based upon this contract, the prevailing party shall be entitled to recover costs, including reasonable attorney's fees. Venue shall be at the option of Owner in _____ County
11. Any notice to be given or payment to be made under this contract shall be sent to the following address.

Owner
.....Land owner..... DBA
Tree Farm
Street Address
City, State, Zip.....
() - Home or Cell

Contractor
Contractor or Representative
Business Name
Street Address
City, State, Zip.....
() - Business or Cell

12. Contractor shall comply with all laws and governmental agencies regarding activities the Contractor engages in while carrying out this Agreement.

13. Contractor is a licensed business in the State of Washington with a Federal tax identification number #_____. Contractor Workman's Compensation account number is _____.

The parties have signed their names on the day and year written above.

Landowner _____

Contractor _____