

Service Agreement

This Service Agreement, herein referred to as the **Agreement** is made and entered into this _____ day of _____ 20__, by and between Your Co. name or individual name, hereinafter referred to as the **Owner**, and Contractor doing work for you hereinafter referred to as the **Contractor**.

1. Landowner owns the property on the following lands: Legal Description. See **Exhibit A**, "Legal Description" and **Exhibit D**, "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 **Exhibit B**, "Scope of the Work", 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 **Exhibit C**, "How the Contractor is to be paid". 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, provided such contracts shall not relieve Contractor of any obligations under this Agreement.
8. Prior to commencing the work or any operations contemplated, Contractor shall procure Loggers Broad Form as well as comprehensive 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 notify all covered parties in writing a minimum of ten (10) days prior to any change in coverage or cancellation of the above policy
9. If either party defaults, has proceedings initiated under receivership or 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 of any action, at the option of either party, shall lie in _____ County, Washington.

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11. Any notice to be given or payment to be made under this contract shall be sent to the following address.

Owner

_____ DBA *Land owner doing business as....*
_____ *Tree Farm name or name of business*
_____ *Street or P.O. Address*
_____ *City, State, Zip*
() _____ *Home or Cell Phone #*

Contractor

_____ *Contractor or Representative*
_____ *Business Name*
_____ *Street or P.O. Address*
_____ *City, State, Zip*
() _____ *Business or Cell Phone #*

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 _____
State Department of Revenue # _____

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

Landowner (*Your name*) _____ Contractor (*Contractor Name*) _____

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Exhibits

Exhibit A: Legal Description

Write down entire legal description or attach to contract _____

County Assessor Parcel Number(s) _____

Approximate number of acres _____

Exhibit B: Scope of the Work

Tell what each party is responsible for

Exhibit C: How the contractor is to be paid and the different rates

If a harvest contract there will be different rates for different types of equipment or different haul rates to different sorts (mills).

Also some payments are or can be split at the mill. Describe the mechanics of who gets paid and how.

In some cases all money will go to a CPA who will then make out checks for each party. Again describe the mechanics of how it is to be done.

Exhibit D: Detailed map

Show ownership boundaries, contracted unit boundaries, and easement routes, and ground you do not want the contractor to be on.