

SERVICE AGREEMENT

PARTIES: Name(s): _____ of _____

Hereinafter called the “LANDOWNER”

- AND -

NORTH NOVA FOREST OWNERS COOPERATIVE LIMITED, a body corporate, duly incorporated under the laws of the Province of Nova Scotia, with Head Office at Wentworth, in the County of Cumberland, Province of Nova Scotia.

Hereinafter called the “COOPERATIVE”

AGREEMENT - In consideration of the mutual benefits contained in this Agreement, the Landowner and Cooperative covenant and agree with each other as follows:

1. Interpretation - The following words shall have the following meanings:
 - a) Assistance - means funding or financial support available to the Landowner or Cooperative by any program or any source, other than the Landowner.
 - b) Treatment - means any silviculture or harvesting activity carried out on woodlands.
 - c) Woodlands – means the lands described in Schedule “A” to be attached to this agreement.
2. Term - The Landowner and Cooperative agree that the term of this Agreement will be Ten years from the date the Agreement is signed. The Agreement shall be automatically renewable for a further term of ten years unless either party gives written notice of intention to terminate the Agreement.
3. Title - The Landowner warrants to the Cooperative that he/she is the owner of the Woodlands with the full right to enter into this Agreement. The Landowner shall save the Cooperative harmless and agrees to indemnify the Cooperative from any loss, claim, demand or action and related expenses and legal costs arising from any dispute over the Landowner’s ownership or access to the Woodlands.
4. Management Plan – The Cooperative agrees to prepare a Basic Management Plan, in consultation with the Landowner, for the Landowner’s Woodlands.
5. Contracting Agent - The Landowner authorizes the Cooperative to sign assistance applications and claim forms on behalf of the Landowner. Notwithstanding the above, the Landowner hereby agrees to the specific rules and regulations of the funding agency accessed on his/her behalf. It is acknowledged that each funding agency has a separate set of rules and regulations and copies are available to the Landowner upon request. The Landowner agrees to contact the Cooperative prior to any proposed change in forest status on areas that have been treated.
6. Treatments - The Cooperative shall not carry out any Treatment without prior verbal and/or written approval by the Landowner. Any assistance received by the Cooperative for Treatments completed shall belong to the Cooperative. The Landowner could be responsible for cost overruns, ONLY if notified in advance and agreement in writing from the Landowner has been obtained to bear these costs. If the Landowner terminates any Treatment in progress, the Landowner is responsible to reimburse the Cooperative for any costs or losses as a result of the discontinued Treatment. Treatments for which assistance is available may be carried out by the Landowner on his own under the supervision of the Cooperative.
7. Harvesting - Any harvesting of the Landowner’s Woodlands by the Cooperative shall be in accordance with a separate Stumpage Agreement between the Landowner and the Cooperative. The Landowner may conduct his own commercial harvesting. Should the Landowner wish to use the Cooperative marketing services, a “Marketing Fee” shall apply. The rate of the “Marketing Fee” will be established by the Cooperative’s Board of Directors. Written confirmation of the rate is available upon request.
8. General - This Agreement shall be binding upon the Cooperative or any successor Cooperatives. This Agreement is binding upon the heirs, personal representatives, successors and assigns of the Landowner.

NORTH NOVA FOREST OWNERS COOPERATIVE LIMITED
APPLICATION FOR MEMBERSHIP

I, the undersigned _____ of _____

_____, hereby agree to the above terms of the “Service Agreement” and apply for membership in North Nova Forest

Owners Co-op Ltd. Upon approval of this Application for Membership, by the Board of Directors, I agree to purchase one share in the Co-op at a one hundred (\$100.00) dollar value. **** PLEASE PROVIDE A COPY OF YOUR DEED****

Date: _____ Telephone: _____

Signed: _____ Email: _____

Approved: _____ Date: _____
Chairman - North Nova Forest Owners