

Tree Planting Contract- Bowman-Slope SCD

The parties of this contract are BOWMAN-SLOPE SOIL CONSERVATION DISTRICT (BSSCD),
and _____(CLIENT)

WHEREAS, BSSCD, is a government entity involved with the planting of trees and contracts with CLIENTS
from time to time to plant trees;

WHEREAS, CLIENT owns certain real property or has the authority to direct the planting of trees on
certain real property and wishes to contract with BSSCD to accomplish tree planting.

NOW, THEREFORE, WITNESSETH, that;

1. SCOPE OF SERVICE AND COMPENSATION

BSSCD shall secure the appropriate trees in accordance with the Natural Resource Conservation
Service Technical Guide and provide a service to plant the following described area:

The CLIENT agrees to the attached planting worksheet sheet (ND-CPA-4) _____
(Sign above for agreement)

The total estimated number of feet is: _____

CLIENTS obligations to BSSCD are as follows:

- Shall pay \$.30 per foot for all trees planted and \$.55 per foot for fabric installed.
- Estimated payment shall be made in full prior to ordering of the trees.
- Fabric payment shall be made in full prior to installation of the fabric.
- Any payment due more than the estimate shall be paid within 30 days; any balance carried after 90 days shall incur interest at the rate of 18% APR.
- Shall prepare the above described area for the tree planting by breaking and tilling the soil and ensuring site is clear of all weeds and foliage. If tilling strips the strips must be a MINIMUM of 10 feet wide from edge to edge.
- Shall provide a tractor and driver to assist BSSCD in the planting of trees by pulling the tree planter machine.
- Shall care for trees following planting to help ensure survivability in first few years
- Shall notify 811 hotline for location of buried utilities prior to planting.



CLIENT is responsible for all fuel costs, maintenance, and any other costs incurred upon CLIENTS equipment unless otherwise specified herein for client's equipment.

2. TERM OF CONTRACT

The term of this contract shall begin upon the signing of this contract by both parties and cease upon completion of the tree planting, termination, or within 90 days, whichever occurs first.

(Note: if you contract out farther than 90 days this can be changed)

3. TERMINATION OF CONTRACT

A. Termination without cause.

This contract may be terminated by mutual consent of both parties, or by either party upon 30 days written notice.

Termination of this contract under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

B. Termination for cause

The BSSCD by written notice of default to the CLIENT may terminate the whole or any part of this contract:

- 1) If BSSCD fails to provide services required by this contract within the time specified or any extension agreed to by the CLIENT; or
- 2) If the CLIENT fails to perform any of the other provisions of this contract, or so fails to pursue the work as the endanger performance of this contract in accordance with its terms.

The rights and remedies of BSSCD provided in the above clause related to defaults by the CLIENTS are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

4. MERGER AND MODIFICATION

- a. This contract constitutes the entire agreement between parties. There are no understandings, agreements, or representations, oral or written, not specified within



the contract. This contract may not be modified, supplemented, or amended in any manner, except by written agreement signed by both parties

5. ASSIGNMENT AND SUBCONTRACTS

BSSCD may not assign or otherwise transfer or delegate any right or duty without CLIENT'S express written consent. CLIENT has no authority to contract for or to incur obligations on behalf of BSSCD.

CLIENT is solely responsible for the performance of any subcontractor CLIENT hires to perform its duties under this contract. BSSCD has no authority to contract for or incur obligations on behalf of CLIENT.

6. APPLICABLE LAW AND VENUE

This contract is governed by and constructed in accordance with the laws of The State of North Dakota. Any action to enforce this contract must be brought in the District Court of Bowman County or Slope County, North Dakota.

7. SPOILATION-NOTICE OF POTENTIAL CLAIMS

CLIENT agrees to promptly notify BSSCD of all potential claims that arise or result from this contract. CLIENT shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to BSSCD the opportunity to review and inspect the evidence, including the scene of the accident.

8. INDEMNITY AND INSURANCE

CLIENT agrees to defend, indemnify, and hold harmless BSSCD, its officers and employees, from claims resulting from the performance of the CLIENT or its agent. This includes all costs, expenses and attorney's fees, which may in any manner result or arise out of this agreement. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors or omissions. CLIENT also agrees to defend, indemnify, and hold BSSCD harmless for all costs, expenses and attorney's fees incurred in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Neither party to this contract is required to carry insurance.



9. INDEPENDENT ENTITY

CLIENT is an independent entity under this contract and is not a BSSCD employee for any purpose, including the application of The Social Security Act, The Fair Labor Standards Act, The Federal Insurance Contribution Act, The North Dakota Unemployment Compensation Law, and The North Dakota Workers Compensation Act. CLIENT retains sole and absolute discretion in the manner and means of carrying out CLIENTS activities and responsibilities under this contract, except to the extent specified in this contract.

10. RISK OF LOSS, WARRANTY DISCLAIMER

Upon the completion of planting, risk of loss is solely upon the CLIENT. BSSCD expressly disclaims any and all express or implied warranties, including but not limited to the warranty of fitness for a particular purpose. CLIENT is solely responsible for care, watering, and health of the planted trees survival.

11. LAND OWNER/CUSTOMER RESPONSIBILITIES

- Please have site prepared for planting by April 30th (weather permitting) with a cultivated soil depth of 6-8 inches, and free from all rocks, debris, and large soil clumps.
- If cultivating strips, the strips must be a MINIMUM of 10 feet wide from edge to edge.
- **Level the furrow created by the tree planter. This is essential if fabric is to be installed.**
- Please maintain the tree site and keep it free of all vegetation until the weed barrier fabric is laid.
- **Water trees as soon as possible after planting and throughout the summer and fall as needed.**
- If irrigation line is laid prior to installation of weed barrier fabric, the producer is liable for any damage to the irrigation line that occurs while laying fabric.
- Report to BSSCD as soon as possible regarding any problems with plant survival or quality of the planting. Check trees in the fall to determine any hand plant replacements needed.
- **Keep trees free from weed competition for a minimum of 3 years.** Weeds rob soil moisture and nutrients causing trees to be stunted or possibly die.
- Annually cut fabric openings to accommodate tree growth as needed. It is best that fabric does not rub on the base of the tree.

CLIENT: _____

DATE: _____

