

Fill in Date you sign form, your name, lot# or Parcel ID, phone #, have signature witnessed - doesn't have to be notarized

4225-1A (7/08)

DIVISION OF FOREST RESOURCES

NC DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

CONTRACT FOR PRESCRIBED BURNING

Location: Lat. _____ Long. _____
 Cost Share PROGRAM - FDP, NA, OTHER _____
 PROJECT NUMBER OR FARM NUMBER: _____

COUNTY(S) OF SWAIN, NORTH CAROLINA. This is made and entered into this _____ day of _____, 20 12 by and between: Property owners name here of Lot # or Parcel ID _____

Almond STATE NC ZIP 28702 TELEPHONE: _____
 herein called the "Landowner" and the North Carolina Department of Environment and Natural Resources, Division of Forest Resources, herein called "Forest Resources". WITNESSETH THAT: Forest Resources hereby agrees to provide the said Landowner contractual services for the purpose of prescribed burning, subject to the following terms and conditions.

CONTROLLED BURN

TYPE OF PRESCRIBED BURNING

- SITE PREPARATION
- HAZ. REDUCTION (WINTER)
- SILVICULTURE (GROWING SEASON)
- WILDLIFE HABITAT
- THREATENED AND ENDANGERED SPECIES (IF T&E SPECIES BLOCK IS CHECKED, FILL OUT BLOCK BELOW)

THREATENED AND ENDANGERED SPECIES

SPECIES INVOLVED _____ SPECIAL PRECAUTIONS TO PROTECT THE SPECIES (IF NEEDED, USE BACK) _____

A. THE LANDOWNER AGREES TO:

1. Pay Forest Resources at the rate of \$ 0 per acre; \$ 0 per tractor tach hour; and \$ 0 per mile for the tractor hauling unit on/for approximately:

LOW ESTIMATE	HIGH ESTIMATE
Acres: _____	Acres: _____
Hauling Unit Miles: _____	Hauling Unit Miles: _____
Tractor Tach Hours: _____	Tractor Tach Hours: _____
Other: _____	Other: _____
LOW TOTAL: \$ _____	HIGH TOTAL: \$ _____

2. Make full payment by check or money order payable to N.C. Department of Environment and Natural Resources upon receipt of an invoice from Forest Resources.
3. Properly designate all property lines and corners.
4. Properly designate all improvements (i.e. ditches, fences, outbuildings, etc.) that warrant special consideration and protection, to avoid damage.
5. Provide adequate ingress, egress, regress, thereto and therefrom.
6. Hold Forest Resources harmless for damages which may occur to existing timber and vegetation within the designated perimeter for which this contract is drawn.
7. Furnish a suitable map or photograph showing the location of all known threatened and endangered species located within the perimeter of the area to be burned and the area immediately adjoining the perimeter, if on the same ownership.

B. THE DIVISION AGREES TO:

1. Determine the number of acres satisfactorily burned; the tractor hauling unit miles; the actual tractor tach hours.
2. DFR will invoice the Landowner based on these figures.
3. Take reasonable precautions to protect all known threatened and endangered species. Forest Resources cannot guarantee that no harm will occur to a threatened or endangered species because of the many variables associated with prescribed burning.
4. Conduct the burn in compliance with all known regulations and established guideline. Forest Resources cannot guarantee that the objective of the burn will be met with only one burn. Some desired results are not obtained with only one application of fire.

C. THE DIVISION AND LANDOWNER AGREE:

1. That either party may cancel this agreement by giving two weeks notice to the other party.
2. The decision of Forest Resources designated representative will be final in all disputed matters arising from this agreement.
3. Terms of payment: **PAYMENTS ARE DUE UPON RECEIPT OF INVOICE.** Charges not paid by the landowner within 60 days will incur a service charge of one (1) percent (%) per month of the unpaid balance at an annual rate of twelve (12) percent (%). Service charges begin sixty (60) days after the invoice date. Charges not paid within ninety (90) days of the invoice date will be referred to the Attorney General's Office for collection.
4. Forest Resources will only conduct the burn if weather conditions, cumulative dryness, smoke management conditions, and other factors are favorable for the burn to be accomplished safely. Should the appropriate conditions not occur, the burn will be delayed or cancelled.

NORTH CAROLINA DIVISION OF FOREST RESOURCES

LANDOWNER: _____

BY _____

DATE: _____ (seal)

TITLE: _____

WITNESS: _____

DATE: _____

WITNESS: _____

PERFORMANCE CHECK (MADE WITH LANDOWNER IF AVAILABLE)

CHECKED BY: _____ TITLE: _____ DATE: _____

RESULTS: _____

Actual acres serviced _____ Actual Number of Hauling Unit miles _____ Actual Tractor Tach Hours _____