

VIRGINIA DEPARTMENT OF FORESTRY SERVICE AGREEMENT

TRACT NUMBER: _____

PARCEL: _____

A. EQUIPMENT RENTAL

THE DEPARTMENT AGREES TO:

Rent to below named landowner or contractor a _____ (type of equipment), property number _____, for the sole purpose of establishing or maintaining a forest stand for timber production and multiple use benefits.

THE LANDOWNER OR CONTRACTOR AGREES TO:

1. Pick up this equipment at _____ (location), or agrees to pay the Department the current charge for delivery of this equipment to the tract as stipulated by the State Forester. The contractor agrees to move the Department equipment from project to project and assumes legal responsibility for transportation.
2. Use this equipment promptly and without delay in order that the equipment may be made available to other persons awaiting its use.
3. Accept responsibility for damage caused to this equipment as a result of careless handling, improper maintenance or use, and further agrees to reimburse the Department for necessary repairs or replacement.
4. Service equipment daily when being used.
5. Assume responsibility for any employee or person employed by him to assist in the conduct of a stated forestry project.

B. SERVICE WORK

THE DEPARTMENT AGREES TO:

- Coordinate Release On Tract @ \$ _____ Per Acre \$ _____ Minimum
- Coordinate Pre-Commercial Thinning On Tract @ \$ _____ Per Acre \$ _____ Minimum
- Other Services: _____ @ \$ _____ Per Acre \$ _____ Minimum
- _____ @ \$ _____ Per Hour \$ _____ Minimum

THE LANDOWNER AGREES TO:

1. Designate and assume responsibility for boundaries of the tract where service work is to be performed.
2. Declare it to be his intent to protect and manage his woodlands for timber production and multiple-use benefits.

C. PAYMENT

The landowner agrees to pay the Department within thirty (30) days of the date on the initial billing. If payment is not received within 30 days, the landowner agrees to pay a late payment fee of 10% per annum. In addition, if the matter is referred for collection, the landowner will be liable for an additional 20% of the unpaid balance.

D. TAX EXEMPTION

Contractors must pay Virginia Retail Sales and Use Tax.

Landowners meeting qualifications set forth below are entitled to exemption from Virginia Retail Sales and Use Tax by signing in the space provided. Where exemptions cannot be claimed, tax payment must accompany rental payment.

I agree that I qualify for the agricultural exemption from Virginia Retail Sales and Use Tax on Seedlings purchased from the Virginia Department of Forestry as the trees are to be planted for future commercial production of timber.

SIGNATURE OF LANDOWNER

We, the undersigned, agree to the terms of the above contract.

LANDOWNER / CONTRACTOR NAME (PRINT)

LANDOWNER / CONTRACTOR SSN/FIN

LANDOWNER / CONTRACTOR ADDRESS

LANDOWNER / CONTRACTOR E-MAIL ADDRESS

LANDOWNER / CONTRACTOR SIGNATURE

DATE

DOF EMPLOYEE NAME (PRINT)

DOF EMPLOYEE SIGNATURE

DATE