Tree Planting Contract

This contract is entered into on this the day of ________, 20_____,

by and between (Landowner)____________________ and __________________(Contractor)

for tree planting on_______ acres in _________ County,_________ (State).

Each party agrees to the following terms of this contract, which is binding on both parties.

The Landowner agrees:

1. To accurately describe, show, or have the contractor shown where the seedlings are to be planted and to provide rights of ingress and egress to the planting site for all personnel, materials, and equipment to perform the planting operation.

2. To provide the contractor with sound, plantable seedlings, unless other arrangements have been made to supply them.

3. Upon satisfactory completion of planting, according to the terms of this contract and upon presentation of a proper invoice by contractor, and verification of correct planting, to pay the contractor in the amount of $ _______ per acre for each acre planted.

The Contractor agrees:

1. To notify the landowner or his agent when he intends to begin planting.

2. To properly care for and plant seedlings according to the following specifications.

Planting:

A. Seedlings will be planted in rows approximately ______ feet apart and seedlings will be planted ______ feet apart in the rows.

The intent is to plant approximately __________well-spaced seedlings per acre, without varying more than an average of 50 seedlings per acre from this count. In any event, no more than _____ or less than ______seedlings will be planted per acre.

B. Contractor will plant only one seedling at a time.

C. Planting hole must be free of trash.

D. Seedlings will be planted at least 2 inches deeper, than they grow in the nursery.

E. Roots will be firmly packed at the top and bottom of the hole.

F. Seedlings will be protected from heating and freezing. They will be kept moist and cool at all times.
and their roots will not be exposed to drying while planting.

G. Tree seedling roots will not be pruned or cut by contractor unless approved in writing by the landowner or his agent.

H. Contractor shall guarantee that seedlings will be planted so that planting will meet the specifications for planting under federal or state cost-share program. Contractor accepts responsibility for familiarity with cost-share program specifications.

The effective date of the agreement shall be______________, 20__.

The contractor shall complete the work in this contract by______________, 20__, at which time this agreement shall terminate.

It is understood and agreed by both parties that in the event of a disagreement that cannot be resolved by the two parties that an arbitrator will be selected mutually who will arrive at a remedy for the disagreement that will be honored by the landowner and the contractor.

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

Landowner

______________________________  
Date

______________________________

Contractor

______________________________  
Date

______________________________

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