

Example Pine Straw Raking Agreement

State of **NORTH CAROLINA**
County of **[COUNTY]**

This agreement made and entered into this ____ day of [Month], 20XX, by and between [Names of Owners] herein called the "Owner" and [Name of Buyer], LLC herein called "Buyer".

WITNESSETH:

PARTIES AND PROPERTY

- A. Owner(s): [Names of Owners] are owners of the [Name of Property], on which is located the Pine Straw Area, described below in the attached map.
- B. Agent: [Name of Agent], as an agent of [Name of Owner], assists with management of the timber resources on the [Name of Property]. Any notice required to be given to Owners shall be given to Agent:

Name of Agent
Organization Represented by Agent
Address
City, State, Zip
Phone Info

- C. Buyer: The Buyer is [Name of Buyer], whose registered agent is [Name of Registered Agent]. Any notice required to be given to Buyer shall be given to:

Name of Buyer
Name of Registered Agent
Address
City, State, Zip
Phone Info

- D. Description of Pine Straw Area: The tract is located in [Name of County]...*provide specific description of location including property map and pine straw raking management units and total raking areas.*
- E. Description of Forest Stand: The forest in which the Pine Straw Area is located is a predominately...*describe forest stand and any attributes including parcel names.*

TERM AND PAYMENTS

- F. Term of Agreement: The parties acknowledge that the Buyer has had an exclusive right to rake straw for the three-year period of [Month, Day, Year] – [Month, Day, Year]. This agreement grants Buyer an exclusive right or refusal to rake straw for an additional three-year period from [Month, Day, Year] – [Month, Day, Year]. This agreement may be extended beyond the current term by written agreement of the parties.
- G. Payment: The Buyer will provide Owners a monthly statement showing number of bales removed from the property and will pay owners \$X.XX for each bale removed. Payments shall be sent to Owner's agent as listed above. Price per bale will be negotiated on an annual basis.

CONDITIONS OF SALE

- H. Owners warrant their title to the pine straw being sold.
- I. Owners guarantee Buyer the right of ingress and egress to the property. The property can be accessed from only one entrance to the property; it is off of Name of Road. See attached map for entrance location.
- J. Buyer agrees to control access into the property to prevent trespass. Buyer agrees to maintain gates at the entrance to the property and keep such gate locked at all times.
- K. Buyer agrees to protect all roads and trails and take necessary precautions to prevent abuse or damage to roads by vehicles, especially during wet weather. All roads will be maintained in their present or better condition during the entire agreement term.
- L. Buyer agrees to conduct pine straw operations in the designated pine straw sale areas only and follow a raking rotation plan, which will be outlined and discussed with Owner's Agent each year prior to raking. The plan breaks the raking area into three separate raking management units. Only management units designated by Owner's Agent may be raked each year. The scheduled time of this raking plan may need to be adjusted depending on weather conditions, timber and land management activities, and the ability of contractors to complete prescribed burns.
- M. The purpose of this rotational raking is to create undisturbed areas for wildlife, to accommodate prescribed burning, and to facilitate the raking of pine straw removal on a sustainable basis. This rotation plan is also in compliance with the Safe Harbor and U.S. Fish & Wildlife Services partnership agreements. Each management unit will in most cases go through a repeated cycle of raking, rest, understory burn, and then rest. Buyer agrees to meet with Owner's Agent each year to review and discuss the raking plan for the year.
- N. A year will be the fiscal year and will run from [Month, Day] through [Month, Day] of each year. On [Month, Day] the Buyer must move to the next raking unit on rotation.

- O. Buyer agrees not to cut longleaf pine trees and/or longleaf pine seedlings and saplings during the raking operation. The Buyer will take necessary precautions and make reasonable efforts to avoid damaging or skinning up longleaf pine trees or longleaf pine seedlings/saplings. Buyer may fell loblolly pine seedlings and hardwood saplings within the rake unit areas.
- P. Buyer agrees to do spot herbicide treatments during term of Agreement to control hardwood re-growth and maintain an open forest floor at his own expense.
- Q. Buyer acknowledges and agrees that neither the Buyer nor his employees or representatives will at any time interfere with any silviculture, timber, habitat improvement, hunting, understory burning or mineral operations on said lands.
- R. Buyer agrees to report promptly to Owner and/or their Agent any unauthorized activity by others (i.e. stealing pine straw) or damage from natural occurrences such as outbreaks of southern pine beetles, timber trespass, or storm damage.
- S. Buyer shall be responsible for the suppression of and damages resulting from all fires caused by Buyer, its agent, employees, and assigns.
- T. Buyer agrees to indemnify and save harmless the Owners and their Agent against all claims of loss, damage, or expense of any kind which may arise in connection with Buyer's operations on the above described tract, including, but not limited to, Workman's Compensation claims.
- U. Buyer shall annually secure and maintain adequate liability insurance coverage for Buyer and for Owners prior to execution of this Agreement. The Certificate of Insurance will show as additional insureds and as certificate holders the OWNERS: [Names of Owners], and AGENT COMPANY [Name of Buyer]. If adequate liability insurance, auto liability insurance, and workman comp insurances expires or terminates, or Certification of Insurance is never received and OWNER AND AGENT are not listed as additional insured, this Agreement is immediately terminated.
- V. Buyer is to abide by all local, state, and federal laws, including, but not limited to the protection of endangered and threatened species.
- W. Owners and/or their Agent reserve the right to inspect the raking operation and to halt or suspend said operations in the event that the terms of this agreement are not being observed. In the event of a breach of this Agreement, Owners reserve the right to terminate the Agreement and to seek other legal remedies as available. The Buyer and Owners have the right to cancel this agreement for any reason within a 30-day written notice prior to the end of the fiscal year.
- X. In the event that raking operations cannot be carried out without risk of injury to trees or soil due to unusual weather conditions, Owners reserve the right to suspend raking operations or cancel the Agreement. In the event that Owner elects to suspend operations, Owner agrees to extend the term of this agreement by the period of time during which operations were suspended.

Y. Buyer agrees not to assign, sublease or transfer any rights hereunder without the express prior written consent of the Owners.

In signing this agreement, each of the undersigned hereby acknowledges they have read the Pine Straw Raking Agreement, understands it, and signs it voluntarily

Executed in duplicate this [DAY] of [MONTH], [YEAR]

SIGNATURE _____
OWNER
Contact Info

SIGNATURE _____
Witness

SIGNATURE _____
OWNER
Contact Info

SIGNATURE _____
Witness

SIGNATURE _____
AGENT OF OWNER
Contact Info

SIGNATURE _____
Witness

SIGNATURE _____
BUYER
Contact Info

SIGNATURE _____
Witness

Attached Property Map