

Species At Risk Farm Incentive Program (SARFIP)
**Tree Service Agreement to Support Supply and Services
by Planting Delivery Agent in Spring 2023**



Agreement made as of the _____ day of _____, 2022

BETWEEN: Ontario Soil and Crop Improvement Association, referred to in this contract as “OSCIA”

Address: Unit #1, 367 Woodlawn Road West,
Guelph, Ontario N1H 7K9
Telephone: 519-826-4214

AND: Planting Delivery Agent: _____
Address Line 1: _____
Address Line 2: _____
City, Province, Postal Code: _____

Planting Delivery Agent is a Conservation Authority

Planting Delivery Agent is not a Conservation Authority and has liability insurance of two million dollars or more to cover the activities outlined in this agreement (**copy of insurance attached**)

Referred to in this Agreement as the “PDA”

AND Applicant Name: _____
Address Line 1: _____
Address Line 2: _____
City, Province, Postal Code: _____

As the registered owner of the “Lands” where the completed SARFIP project is located and described as:

Lot(s): _____; Concession: _____;
Township: _____;
County/District: _____.

Referred to in this Agreement as the “Farm Business.”

BACKGROUND: This three-party Agreement allows cost-share funds provided through SARFIP to be used to establish, with the assistance of a local Planting Delivery Agent (e.g. a Conservation Authority or other entity with appropriate liability insurance), the tree planting project as detailed in the planting plan and in accordance with the cost estimate submitted by the Farm Business on the SARFIP Application Form that has been approved by OSCIA. The Agreement will be prepared for the Farm Business by OSCIA once the proposed project has been granted final approval to proceed.

OSCIA is delivering SARFIP, and has signed a separate contract for funding support with the Ontario Ministry of the Environment, Conservation and Parks.

The PDA, Farm Business and OSCIA agree to the following:

1. The Farm Business agrees to have the PDA coordinate the planting activities on the Lands in accordance with the approved SARFIP Application Form. The farm business is responsible to investigate and acquire all required permits prior to the actual work commencing. Actions must be compliant with all necessary legislation including the federal Species-at-Risk Act, provincial Endangered Species Act and Fish and Wildlife Conservation Act. Authorizations may be required, please contact your local Ontario Ministry of the Environment, Conservation and Parks office for more information.
2. The Farm Business will pay the PDA one hundred per cent (100%) of the determined value of the Tree Service Agreement. The PDA will issue a receipt to the Farm Business. The receipt will be added to other eligible project expenses and submitted by the Farm Business to OSCIA at the time of claim and before the December 15, 2022 claim submission deadline.
3. Upon submission of the Claim Form, and all project terms and conditions being satisfied, OSCIA will issue the SARFIP funding contribution (not to exceed the originally-allocated amount) to the Farm Business.
4. The PDA will ensure the trees/shrubs identified in the approved SARFIP Application Form are provided and planted on the Lands when soil and weather conditions are favourable in the 2023 spring season.
5. The Farm Business agrees, to the best of their ability, to protect the trees from perils including fire, livestock, pests (e.g. mice, insects, disease, etc), machinery damage, and excessive weed growth, and not to cut or destroy the trees for a minimum of fifteen (15) years after planting.
6. The term of this Agreement shall be for fifteen (15) years unless terminated sooner, as provided for below. There is no requirement to enter this Agreement onto the title of the property.
7. The Farm Business shall notify OSCIA and the PDA in writing within thirty (30) days prior to any planned change of use or ownership of the Lands for the duration of the Agreement. Neither OSCIA nor the PDA will object to a sale of the property. The sale of the Lands shall terminate the Agreement. If such a sale should occur, OSCIA and the PDA would ask for the opportunity to discuss original project objectives and reasonable management options with the new owner. The Agreement is not binding on subsequent owners.
8. The Farm Business grants to OSCIA and the PDA and its agents a right of entry onto the project site at all reasonable times and with prior notification for the duration of this Agreement. An appropriate biosecurity protocol will be followed.
9. The PDA is not responsible for the failure of trees/shrubs to become established, but will make all reasonable efforts to see the project is properly designed and carried out.
10. The Farm Business shall indemnify OSCIA and the PDA, its officers, directors, employees and agents against, without limitations, any and all claims, demands, costs, liabilities, expenses, losses, damages or any other problem arising from advice, information, practices, structures or construction provided to the Farm

Business under this Agreement. Except for the established allocation to be paid by OSCIA to the Farm Business through SARFIP, OSCIA and the PDA, its directors, officers, employees or agents, shall in no event be liable to the Farm Business for direct, indirect or consequential damages which are suffered by the Farm Business or any third party that arise out of this Agreement, whether in contract, strict liability or otherwise. This section 10 shall survive the termination of this Agreement. The Farm Business acknowledges that OSCIA and the PDA would not have executed this Agreement without this limitation of liability.

11. In the event that the prescribed seedling stock is not available at planting time, the PDA will make every reasonable effort to find a substitute, native species at equal cost that satisfies the objectives of the project.
12. If the PDA is unable to deliver on all or a portion of the agreed upon components of the approved SARFIP project by the end of 2023, the PDA will be required to return a pro-rated amount up to one-hundred per cent (100%) value of the Tree Service Agreement to the Farm Business by January 15, 2024, and in turn, the Farm Business must return a pro-rated amount of up to one-hundred per cent (100%) of the SARFIP funding contribution, to OSCIA by January 15, 2024. The funds will be returned by OSCIA to the funding agent in accordance with the terms of the respective delivery agreement.

This Agreement will be in effect on the date that all three parties have completed signing.

Signing Authority, Ontario Soil and Crop Improvement Association Date

Signing Authority for Planting Delivery Agent Date

Signing Authority for Farm Business Date

*Original to OSCIA, Guelph
Copy to Planting Delivery Agent
Copy to Farm Business*

January 2022