

Harvesting Services Agreement

AGREEMENT entered into this _____ day of _____, _____,
By and between _____, a Maine corporation with a place of business in
_____, Maine (the Company) and _____, an independent
contractor (the Contractor).

1. Permission and Undertaking. The Company holds contracts or permits from
_____ (the Landowner), which contracts or permits allow the cutting
of certain forest products upon the lands more particularly described in Exhibit A attached hereto
and make a part hereof. The Company hereby engages the Contractor to enter between the date
here and _____, _____, upon the lands described in Exhibit A
attached hereto (the Premises), upon the conditions set forth below, for the purpose of:

(the Services).

Contractor shall furnish all necessary equipment, including the equipment specified in Exhibit B
attached hereto, and labor to perform the Services at such locations as shall be designated from
time to time by the Company. Upon notification by the Company that the Contractor may
commence services at a specific location, Contractor shall promptly provide the necessary
equipment and labor tote designated location specified by the company. In each case the
location shall be one of the locations identified in Exhibit C of this agreement.

Contractor understands that instructions as to timing for the performance of Contractor’s
services may change on short notice due to many factors including the needs and requirements of
the customers of the Company.

2. Time of Services. The Services shall commence no later than _____,
and shall be completed no later than _____; provided, however, that
Contractor shall not be responsible for delays occasioned by strikes, hurricanes, floods, or other
acts of God not within its control.

3. Terms of Payment. The Company agrees to pay and the Contractor agrees to accept
in full and final payment for all services delivered under this Contracts the total contract price of
\$_____.

_____ Payment shall be due _____ () days after completion and
acceptance of the Services;

_____ Payment shall be made in installments as follows:

_____.

_____ Other Payment arrangements:

___ Payment shall be made in installments as follows:

___ Other Payment arrangements:

4. Control of Operations. The Contractor is an independent contractor and this Agreement shall not be deemed to create nor shall performance under this Agreement constitute a relationship of joint venture, partnership, employer-employee or otherwise. The Contractor is not authorized or empowered to bind the Company in any manner whatsoever. Subject to the express provisions of this Agreement (including the Exhibits attached), the Contractor shall be solely responsible for selecting, hiring, supervision and directing and disciplining Contractor's own employees and agents. The Contractor shall also be fully responsible for and shall hold the Company harmless from, any liabilities regarding the obligations of the Contractor for safety, tax reporting and withholding, insurance, workers' compensation, and other responsibilities of an employer to its employees. It is fully understood and agreed that the Contractor is not an employee of the Company and the employees and agents of the Contractors are not and will not be employees or agents of the Company.

5. Maintenance and Use of Equipment. The Contractor shall be responsible for and pay the cost of all necessary repairs, maintenance, and replacements and the Company shall not be obligated to or called upon by the Contractor to furnish or may or pay for any repairs to or upon the equipment.

Except with the written consent of the Company, the equipment will be operated out of, and when not in use will be based at the designated location where the Services are performed or at such other location as agreed upon by the Company and the Contractor.

The Contractor will use said equipment in a careful and prudent manner, keep it properly secured when not in use and operated only by competent operators; will promptly pay all necessary license and registration fees and taxes assessed or charged thereon or for the use thereof, will promptly repair all damages done thereto in the use or operation of said equipment and will not use said equipment for any purpose than in the conduct of the Services.

6. Operations. The Contactor will conduct its operating in a reasonable manner and will cooperate and coordinate Contractor's operations with other contractors, customers, agents and employees of the Company. Contractor also agrees to comply with all reasonable instructions and safety procedures required by the Company.

7. Taxes. The Contactor shall pay all taxes incident to or incurred on account of the performance of the Contractor's obligations hereunder and shall be responsible for payment of all fines and other charges assessed in connection with the operations described herein.

8. Governmental licenses. The Contractor shall be responsible for obtaining any governmental permits or approvals required in connection with the performance of its obligations hereunder and shall provide copies to the Company. Contractor should also comply with and observe all laws of the State of Maine, United States, and Canada, if applicable, related to the performance of obligations hereunder.

9. Indemnification. The Contractor agrees to indemnify and save the Company harmless from and against all liabilities, claims, damages, losses and expenses including attorney's fees, arising from wrongful death, bodily injury, loss or damage to tangible property to the Contractor or Contractor's employees, the Company or its employees, or any other person or their property arising out of any claim, suit or legal proceeding by third parties including the Contractor's employees.

10. Insurance. The Contractor shall keep Contractor's equipment insured at its full insurable value against loss or damage to it resulting from collision, fire, or other casualty. The Contractor will have in full forces and effect and will maintain for the term of this Contract, public liability, workers' compensation, automobile and other vehicular liability insurance, with respect to Contractor's operations, in such forms and with limits acceptable to the Company. A certificate of insurance issued by the Contractor's insurance carrier certifying that the Contractor has obtained the required coverage, that the insurance premiums have been prepaid by the Contractor and indicating the effective dates of all policies shall be furnished to the Company. The insurance policies, or certificates of insurance, shall name the Company as a certificate holder and shall provide that the policy may not be cancelled without ____ () days prior written notice to the Company. If the performance of the work contemplated by this Agreement exceeds the policy coverage period, Contractor shall furnish certificates evidencing renewals of the policies at least ____ () days prior to the policy expiration date. Notwithstanding the Maine Workers Compensation Act of 1992 which provide for and allow limited waiver of rights and benefits under the Act, the Contractor confirms and agrees that it has and will maintain workers compensation insurance coverage for all owners, partners, sole proprietors, shareholders, and for all their respective parents, spouses, and children who are employed by the Contractor.

11. Assignment. Contractor may not assign its rights or obligations under this Agreement.

12. Termination for Breach. If the Contractor, after one or more prior written or oral notice (s) of noncompliance, fails to comply with any of the obligations of the Contractor under this Agreement (including the Exhibits attached), the Company may, at its election, immediately terminate this Agreement b providing the Contractor with a written notice of termination of this Agreement. Failure by the Company to give any notice of noncompliance shall not be deemed as a waiver of any of the provisions of this Agreement (including the Exhibits attached) or of any present or future breach of such provisions.

13. Notices. Notices required hereunder shall be in writing and shall be delivered in person or by mail to the other party at the addresses set forth below.

To the Company:

To the Contractor:

14. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Maine.

In witness whereof, the parties hereunder subscribed their names on the day and year first above written.

COMPANY: _____

By: _____
Its

CONTRACTOR: _____

By: _____
Its