

Agreement Number: XXXXXXXX.XX

PRODUCER AGREEMENT

This agreement, dated [DATE], between [entity/owner name] (“the **Nursery/Seed Producer**”) and **The Longleaf Alliance, Inc.** (“**Alliance**”), is for the purpose of carrying out [brief description of project] as described in Project Proposal (Exhibit A) on lands owned or managed

The **Alliance** agrees to:

1. Provide at least partial payment (or reimbursement) of the actual costs, and/or technical and material assistance, as detailed in the Project Proposal.
2. Maintain records of this agreement for a period as required by the NFWF LLSF Funding Agreement [enter funding agreement].

In return, the **Nursery/Seed Producer** agrees to:

1. Do the work themselves or hire a contractor. The **Nursery/Seed Producer** shall submit an invoice (with supporting receipts attached) to the **Alliance** upon completion of the work. All invoices should reference this agreement number. The **Nursery/Seed Producer** shall be reimbursed for actual and reasonable costs not exceeding the amount obligated by this agreement.
2. Assume responsibility for securing any permits needed to carry out this project.
3. Allow the **Alliance** and its contractors reasonable access to the described property for this agreement period to monitor the agreed practices, for site inspections of the practices for our own annual reporting to the funding partners.
4. Own all of the completed or installed practices, retains all rights to control trespass and retains all responsibility for taxes, assessments, and damage claims on the described property.
5. Notify the **Alliance’s** Project Coordinator in writing at least 30 days before closing of any planned sale or other change in ownership of subject property. A change of ownership shall not change the terms of this Agreement. The Agreement and terms shall be in effect on the described land for the term of the Agreement.
6. During the practice retention period, the Producer must maintain the production enhanced in longleaf pine under this award. At the end of the practice retention period, the nursery/seed improvement project will become the sole property and complete responsibility of the Producer.

The **Alliance** assumes no authority over the described property for purposes of controlling trespass, for controlling noxious weeds (beyond what may be described in the Project Plan), for identifying or removing pre-existing hazards including waste materials, for granting rights-of-way, or for any other incidents of ownership. The **Alliance** also assumes no liability for property damage or injuries to people not caused by its own negligence, and any claims shall be processed in accordance with the appropriate State and/or Federal Tort Laws.

Agreement Number: XXXXXXXX.XX

The term of this Agreement (also referred to as the practice retention period) will be completed on [Month / Day / Year] or 10 years from the date of completion. This Agreement may be modified at any time by mutual written consent of the parties. It may be terminated by either party upon 30 days advance written notice to the other party. However, if the Producer terminates the Agreement before its expiration, or if the Producer should materially default on these commitments by failing to maintain the enhancements, then the Producer agrees to reimburse the **Alliance** prior to final termination for the prorated actual costs of all improvements placed on the land through this Agreement, and the **Alliance** will determine how these funds will be used. For these purposes, the total cost the Alliance's contribution toward the nursery/seed improvements are estimated to be [\$XXX.XX].

In the event funds are not available to do the enhancement practices within the period of time or in the manner prescribed under the Project Plan, the **Alliance** will advise the Producer accordingly.

The Producer guarantees that he/she is the owner of the above-described land and warrants that there are no outstanding rights which will interfere with the **Alliance's** rights under this agreement. In the event the Landowner transfers any of the lands designated and described in the Project Plan, he/she shall take steps as necessary to inform the purchaser of the existence of this agreement. The new landowner will need to assume responsibility for the remaining years of the agreement as an assignment. If the new landowner will not accept the assignment the landowner named in the agreement this agreement will be terminated.

PRODUCER

THE LONGLEAF ALLIANCE, INC.

(Signature)

(Signature)

(Address)

12130 Dixon Center Road
Andalusia, AL 36420

(Address)

(Phone Number)

334-427-1029

Phone Number)

(Date)

(Date)

**EXHIBIT A
Project Plan**

1. **Planned Work:** *Briefly describe what you expect the project to accomplish. Explain why this work needs to be done and why it is worth the contributions. Include a map and general description of the project property if possible, especially if the final agreement will be filed with the county property records.*

The project site is on the Producer’s property located near [closest town] in [county] County, in the State of [XXXXXX], as shown on the attached project area and location map (Exhibits B and C). The coordinates 00.0000 North Latitude and -00.0000 West Longitude represent the approximate center of the project area. The Nursery/Seed Producer (Producer) or his/her contractor will help increase the quantity and/or quality of longleaf seedling production by [briefly describe project and its benefits].

2. **Contributions of the Parties:**

The Producer will implement [describe enhancement practice] on [facility location]. The Alliance will reimburse the Producer at the agreed upon portion of actual costs of the enhancement, or a flat rate of up to \$[amount] per [unit of measure] for the [management practice] for materials and labor to complete and not to exceed actual costs. Advances towards the agreed upon project can be negotiated based upon need.

OR

The Nursery/Seed Producer would increase the quantity and/or quality of longleaf seedling or seed production by [describe enhancement practice] from [facility location] where the Nursery/Seed Producer is reimbursed at the agreed upon portion of actual costs after the project is completed.

The Producer will provide all labor and material expenses over \$[maximum amount].

3. Budget Table:

Example: Longleaf seedling production Enhancement on xxx acres in xxxxxx County, [state] ^a	Estimated Practice Costs	Maximum Cost-assistance	Estimated Nursery / Seed Costs
[enter practice(s) on each line]	\$x,xxx	\$x,xxx	\$x,xxx
TOTAL	\$x,xxx	\$x,xxx	\$x,xxx

^a The total cost-share by the The Longleaf Alliance and Landowner must remain the same, however, allocations by category may be redistributed upon prior approval.

4. **Work Schedule:** *Specify what has to be done and by when in order to accept the project.*

The Nursery/Seed Producer will complete the [project description] by [completion date].

Agreement Number: XXXXXXXX.XX

EXHIBIT B
Project Map

EXAMPLE
AGREEMENT