

TERMS & CONDTIONS

In consideration of the benefits that accrue to me by participating in the Fuel Mitigation, otherwise known as FMIT, I agree to the following terms and conditions in favor of the Georgia Development Authority (GDA) or the Georgia Forestry Commission (GFC):

1. I am the legal owner or have legal authority to act in the legal owner's behalf, of the land described on page 1 of this application and contract. I further certify that I own or have legal authority to act in the legal owner's behalf, of a minimum of ten (10) acres of forestland or a commercial orchard of no minimum acreage damaged by Hurricane Helene.
2. I understand and agree that total maximum payment limitations may be set for all combined debris management practices and that these limitations will be expressed to me in writing upon application approval. Cost share payments will not exceed 80% of the documented landowner cost.
3. I agree to provide the GFC with all cost documentation in writing justifying my expense incurred when my practice is complete, and I further understand and agree that my cost share will not be processed until the full completion of debris management as determined by the GFC Forester.
4. I agree to notify GFC when I have completed installation of all components of debris management, whereupon the GFC Forester will determine component units performed and approved, which will be the basis for my receipt of cost share duly earned.
5. I understand and agree that if any owner, successor, or assignee uses any scheme or device to unjustly or illegally benefit from this program, the financial assistance funds shall be withheld or a refund of all or part of any program payments otherwise due or paid to that person shall be secured. A scheme or device includes, but is not limited to, coercion, fraud or misrepresentation, false claims, or any business dissolution, reorganization, revival, or other legal mechanism designed for or having the effect of evading the requirements of FMIT. I further understand that I may not receive duplicate funding from other programs for the practice for which I am applying.
6. Nothing in this application and contract requiring the withholding or refunding of financial assistance funds shall preclude any penalty or liability otherwise imposed by law.
7. I certify that I have no conflict of interest in connection with this contract and that the laws of the State of Georgia regarding conflicts of interest have not been violated in any respect in connection with this contract.
8. I agree that GDA or GFC may, by thirty (30) days written notice to me, terminate this contract in whole or part, without limitation of any other remedy of GFC under this contract.
9. I agree that I may not assign or delegate, in whole or in part, my performance or benefits hereunder without prior written consent of GDA or GFC.
10. I agree that this contract is a Georgia contract made under the laws of the State of Georgia and deemed executed in Georgia. Any suit on a claim arising from this contract must be brought in the Superior Court of Fulton County, Georgia
11. I agree that there are no third-party beneficiaries of this contract.