



# Shortleaf Pine & Oak Restoration in the Georgia Cumberlands Agreement

## GEORGIA FORESTRY COMMISSION 2020 APPLICATION & CONTRACT

Name: \_\_\_\_\_  
Last
First
M. I.

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

e-Mail: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No: \_\_\_\_\_

County of Land Location: \_\_\_\_\_

Is the property in any other cost share programs: (Yes / No) If yes, please list below:

### Practices Desired

Reforestation: \_\_\_\_\_ Acres                      Prescribed Burning: \_\_\_\_\_ Acres

Herbicide Applications: \_\_\_\_\_ Acres                      Pre-commercial Thinning: \_\_\_\_\_ Acres

Commercial Thinning: \_\_\_\_\_ Acres

**NOTE: ALL COST DOCUMENTATION IS REQUIRED TO BE TURNED IN TO GFC WHEN PRACTICE IS COMPLETE**

### Georgia Forestry Commission Official Use Only

Acres Requested	Component Name	Project #	Acres Approved	Rate \$ / acre	C / S Approved	Acres Performed	C / S Earned

Date Practice to be Completed: \_\_\_\_\_

Initial Needs Approval: \_\_\_\_\_  
*GFC Forester*
*Date*

Performance Check Approval: \_\_\_\_\_  
*GFC Forester*
*Date*

Explain any amendments approved by GFC Forester:

Approved for Payment by: \_\_\_\_\_  
*Administrative Representative*
*Date received*

I have read, understand and agree to all terms and conditions in this application and contract, as attested to by my below signature.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## TERMS & CONDITIONS

In consideration of the benefits that accrue to me by participating in **Shortleaf Pine & Oak Restoration in the Georgia Cumberlands Cost Share**, I agree to the following terms and conditions in favor of the Georgia Forestry Commission (GFC):

1. I certify that I am the legal owner, or have legal authority to act in the legal owners behalf, of the land described on the reverse side of this application and contract and that I have not applied for or received any other federal cost share assistance on this land. I further certify that I am applying as a non-industrial forest landowner, which means any private individual, group, association, corporation, Indian tribe or other native group, or other private legal entity, excluding corporations whose stocks are publicly traded or legal entities principally engaged in the processing or manufacturing of wood products. 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 land either currently growing or suitable for growing trees.
2. 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 all components within my practice as determined by the GFC Forester.
3. I agree to install this practice according to the specifications set forth within the Resource Management Plan that will be provided to me by the GFC Forester upon application approval. By reference, Forester letter is hereby made a part of this contract. Failure to follow these guidelines will jeopardize funding of this contract.
4. I agree to notify GFC when I have completed installation of all components for this practice, whereupon the GFC Forester will determine component units performed and approved, which will be the basis for my receipt of cost share duly earned, GFC will not be liable for any actions or activities occurring as a result of this work.
5. I understand and agree that where practice establishment does not meet the minimum specifications due to factors beyond my control, the State Forester or designee may approve cost-share payment provided:
  - Satisfaction is shown to the GFC forester or designated natural resource professional that a reasonable effort was made to meet the minimum practice requirements; and the practice, as performed, adequately meets the intent, purpose and objectives of the program.
6. 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 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 this program. I further understand that I may not receive funding from other programs for the practice for which I am applying.
7. I understand and agree that if any owner or successor takes any action or fails to take action, which results in the destruction or impairment of a prescribed practice for the duration of the practice, cost share payments shall be withheld or a recapture of all or part of any payments otherwise due or paid shall be secured based on the extent and effect of destruction and impairment.
8. 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.
9. 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.
10. I agree that 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.
11. I agree that I may not assign or delegate, in whole or in part, my performance or benefits hereunder without prior written consent of GFC
12. 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
13. I agree that there are no third party beneficiaries of this contract.