

TERMS & CONDITIONS

In consideration of the benefits that accrue to me by participating in the Arbor Day Foundation – Georgia Tree Planting Program, 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 owner's behalf, of the land described on this application and contract and that I have truthfully listed on the application any other 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 understand and agree that regardless of the number of owners listed for a land parcel, only one application per land parcel will be considered. I further understand that the total maximum payment limitation is \$10,000 per legal owner on any one parcel or combination of parcels. Payments will not exceed the actual cost of seedlings purchased.
3. I agree to provide the GFC with all required 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 tree planting has been completed as determined by the GFC Forester.
4. I agree to maintain the practice for a period of ten (10) years.
5. 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.
6. I agree to refund all or part of the cost-share assistance paid to me as determined by the GFC Forester, if, before the expiration of the above practice maintenance period, I (a) destroy the practice or otherwise fail to maintain the practice in accordance with GFC'S Guidelines or, (b) voluntarily relinquish control or title to the land and the new owner or operator of the land does not agree, in writing, to be bound by all the terms and conditions of this application and contract, including but not limited to agreeing to maintain the above land in accordance with GFC'S Guidelines, all as determined by the GFC, for the remainder of the maintenance period from the date of performance approval.
7. 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.
8. 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 the program. I further understand that I may not receive funding from other programs for the practice for which I am applying.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. I agree that there are no third party beneficiaries of this contract.