

Ecotrust Forest Management, Inc.
721 NW 9TH AVE SUITE 230
PORTLAND, OR 97209
(503) 467-0805

Forestry Services Contract

THIS AGREEMENT is made and entered into this 12th day of May, 2017, by and between Ecotrust Forests II, LLC, as managed by Ecotrust Forest Management Inc, hereinafter referred to as "EFM" and 5C hereinafter referred to as "Contractor".

The parties hereto each in consideration of the agreements and performance thereof on the part of the other, do agree:

I. SCOPE OF SERVICES

CONTRACTOR agrees to perform the services particularly described in the Agreement to which these terms are attached in Appendix A. The services are to be performed for EFM. EFM may adjust the Scope of Services by either adding to or deleting from the services to be performed. If such adjustment increases or decreases the cost or time required for the CONTRACTOR's Scope of Services, adjusted compensation and/or time will be mutually agreed upon in writing. Additional Services provided by the CONTRACTOR will be entitled to additional compensation or extension of time only as authorized in writing by EFM.

II. SCHEDULE OF PERFORMANCE

The time schedule for the performance of services as set forth under this Agreement is based on the CONTRACTOR's anticipation of the orderly and continuous progress of the project. If the CONTRACTOR is delayed in the performance of services by conditions which are beyond its control, it shall notify EFM in writing of the cause of delay and the amount of delay anticipated. Such notice shall be delivered to EFM within five (5) days of the time the CONTRACTOR is aware of the delay. Any extension of time granted by EFM to the CONTRACTOR shall not constitute cause for additional compensation. No such additional compensation shall be paid to the CONTRACTOR unless specifically agreed upon in writing by EFM.

III. COMPENSATION

EFM agrees to pay, and CONTRACTOR agrees to accept compensation in accordance with the Agreement to which these terms are attached. By the 20th of each month, CONTRACTOR shall submit an itemized invoice to EFM for work completed during the preceding month. This schedule shall apply, unless agreed to and otherwise defined by both parties for specific projects.

IV. RESPONSIBILITY OF CONTRACTOR

CONTRACTOR is an independent contractor. CONTRACTOR is not an employee of EFM and will not receive any fringe benefits provided to EFM employees. Any person or persons employed by CONTRACTOR to aid or assist in carrying on the work to be performed under the conditions of this agreement shall be employees of the said contractor and not employees of EFM. CONTRACTOR is responsible for satisfying all tax and legal requirements arising from this Agreement. EFM shall not direct the services or the means for accomplishment of the services to be performed. EFM, however, retains the right to require that the services provided by the CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof. Except as agreed to in writing by EFM, CONTRACTOR shall not subcontract the performance of any services.

V. PERMITS, LICENSES, AND FEES

CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR's performance of the Scope of Services and will give all necessary notices.

VI. LABOR, EQUIPMENT AND MATERIALS

CONTRACTOR shall provide all of the labor, supervision, transportation, equipment, and tools of design approved by EFM necessary to the scope of work as indicated in Scope of Services. CONTRACTOR shall complete weekly the employment hours tracking form attached as Appendix B.

VII. SAFETY

CONTRACTOR shall comply with all Federal, State and local applicable laws regarding worker safety. CONTRACTOR is required to have all training credentials relevant to contract work (i.e. professional logger training, pesticide licenses, etc.). Any violations of laws will be investigated by EFM. Accidents, near-misses and suggested measures will be brought to EFM for evaluation and consideration.

VIII. FIRE PREVENTION

CONTRACTOR will comply with any of EFM's requirements in these respects, which may reasonably exceed those established by public law or regulation. Following are minimum fire prevention requirements, which CONTRACTOR will observe while working within the contract area. CONTRACTOR agrees to comply with all laws and regulations governing fire hazards of the state in which the above lands are situated, and United State of other Governmental Authority, and will conduct operations with extreme care to avoid creating fire hazards and to prevent the start or spread of fires. In the event a fire occurs on contracted operation, contractor shall use every reasonable effort to extinguish any such fire. Subject to zone regulations of the state and/or direction of the EFM, CONTRACTOR will shut down or suspend operations during periods when the risk of fire becomes hazardous as a result thereof and will conform to all other fire prevention measures being practiced by EFM in its nearby operations. Contractor shall build no warming fires without specific permission of the EFM at locations approved by the EFM and shall completely extinguish any such permitted warming fire immediately after its necessary use.

IX. LIENS

CONTRACTOR will not permit or suffer any liens or encumbrances to be filed against or upon EFM real property or logs and in case such liens may be threatened or filed against such real property or logs, or after thirty (30) days, any claims, debts or charges against CONTRACTOR or its subcontractors which might become a lien upon EFM's real property or logs a sufficient amount of any funds payable hereunder may be retained by EFM until such liens shall be discharges without loss or liability to EFM.

X. SURVEY MARKER

All legal land survey corners and witness objects are to be preserved. If such are destroyed or disturbed, CONTRACTOR shall re-establish them by a registered professional engineer or licensed land surveyor in accordance with U.S. General Land Office standards at his own expense. Corners and/or witness objects that must necessarily be disturbed or destroyed, must be adequately referenced and/or replaced in accordance with all applicable laws in force at the time of activity. Such references must be approved by EFM's representative prior to removal of said corners and/or witness objects.

XI. ACCEPTANCE

CONTRACTOR agrees to perform its services in a competent, professional manner acceptable to EFM. If EFM determines CONTRACTOR's services fail to meet these requirements, EFM retains the right to negotiate a good-faith adjustment of compensation with CONTRACTOR.

XII. INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless EFM, their officers, directors, agents, and employees (Indemnitees") from and against all claims, damages, losses and expenses (including attorneys' fees and other legal expenses) arising out of, or in connection with any negligent act or omission of CONTRACTOR, or their employees, servants, agents or sub-CONTRACTORS.

XIII. INSURANCE

CONTRACTOR acknowledges that it is not covered by, or entitled to, any insurance (including worker's compensation coverage) or other benefits maintained by EFM or EFM's employees. Consistent with the foregoing, if CONTRACTOR, or any person employed by, or under contract with CONTRACTOR, is injured in the course of performing this Agreement, CONTRACTOR has no recourse against EFM.

EFM's insurance shall be excess and noncontributory to any insurance carried by CONTRACTOR and EFM has no intent of insuring the CONTRACTOR for any claims or liability that may arise out of or in connection with work performed under this contract, including claims made by or accruing to third parties to this contract. CONTRACTOR shall procure and maintain sufficient commercial general liability, automobile liability, professional liability, and worker's compensation and employer's liability insurance, in accordance with industry practices in CONTRACTOR'S line of work, to cover CONTRACTOR'S potential liability arising out of this contract. CONTRACTOR must notify EFM immediately if no such insurance coverage is carried or if coverage is denied during the course of this contract, which may be grounds for EFM to terminate this contract under its sole discretion.

CONTRACTOR and its subcontractors, employees and invitees shall obtain, at its own cost and expense, and maintain during the term of the contract with companies acceptable to EFM the following insurance coverage;

- COMMERCIAL GENERAL LIABILITY insurance with limits of not less than \$1,000,000 combined single limit per occurrence for both bodily injury and property damage, with an aggregate limit of not less than \$2,000,000.
- AUTOMOBILE LIABILITY insurance with a combined single limit of not less than \$1,000,000 providing coverage for owned, not owned, and hired automobile and/or trucks.
- WORKERS COMPENSATION covering all persons working under this contract as required in the state in which the work is performed and Employers Liability insurance with limits of not less than \$500,000: State Workers Compensation – Statutory Amounts.
- UMBRELLA OR EXCESS LIABILITY insurance with a limit of not less than \$1,000,000 applying to general liability and automobile liability.

Said policies shall list the names provided in Appendix C as certificate holders and additional insureds. Said policies shall include an endorsement that they will not be terminated, reduced or materially change without thirty (30) days prior written notice to EFM.

XIV. AFFIRMATIVE ACTION

The CONTRACTOR, with regard to the work performed by it after approval and/or award and prior to completion of this agreement, shall not discriminate on the grounds of race, color, sex, age, sexual orientation, political ideology or national origin, and in the selection and retention of employees and subcontractors, including, but not limited to, services for procurement of materials and leases of equipment.

XV. ASSIGNMENT AND BENEFIT

This agreement is binding on and shall inure to the benefit of the heirs, successors and assigns of the parties hereto. This agreement may not be assigned by either party without the prior written consent of the other.

XVI. CONFIDENTIALITY

The parties acknowledge that EFM's project information may include highly confidential information regarding EFM or EFM's partners and affiliates. Except as necessary or appropriate in the performance of this Agreement, as required by a court of competent jurisdiction, by a regulatory agency or otherwise by law, or as authorized in writing by EFM, CONTRACTOR shall not disclose to any person, institution, entity, company, or any other party, any proprietary information of EFM it receives under this Agreement. CONTRACTOR also agrees not to disclose any of EFM's proprietary information, trade secrets or other confidential information obtained in the course of carrying out its responsibilities under this Agreement, unless it receives prior written authorization from EFM to do so.

XVII. OWNERSHIP

All documents and work product prepared pursuant to this Agreement, including but not limited to all deliverable materials produced by CONTRACTOR, are the property of EFM. Upon expiration or termination of the Agreement or on request from EFM, CONTRACTOR shall promptly turn over to EFM such documents and work product as EFM may require. CONTRACTOR is responsible for reasonably determining that any data, document or other materials used in preparing the deliverables under this Agreement and not first produced in the performance of this Agreement are not copyrighted, or if copyrighted, that CONTRACTOR has obtained on EFM's behalf a properly authorized release from the owner of the copyright to use such data, document or other materials. EFM shall own the right to copyright any copyrightable materials developed in the course of or under this Agreement and shall have the exclusive right to register such copyright and to reproduce, publish or otherwise use such materials. If CONTRACTOR obtains EFM's prior written approval to copyright, reproduce, publish or otherwise use such materials, CONTRACTOR shall appropriately acknowledge EFM's support by including such attribution language as EFM may reasonably direct. In such an event, CONTRACTOR agrees that EFM shall have a royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, the material.

XVIII. AUTHORITY TO ACT

CONTRACTOR will not act, or appear to act, on EFM's behalf with respect to any third parties except as contemplated herein or as authorized specifically by EFM.

XIX. TERMINATION

This agreement may be terminated by either party upon 14 days' written notice to the other party. CONTRACTOR shall be compensated for services provided to the date of termination. If CONTRACTOR persistently fails to provide the services in a manner satisfactory to EFM, then EFM may terminate this Agreement. CONTRACTOR shall be compensated for completed and useful services provided to the date of termination. If, following termination, EFM must complete the services, CONTRACTOR shall be liable to EFM for any additional costs and expenses thereby incurred.

XX. CODES, LAWS AND REGULATIONS

This AGREEMENT shall be subject to the laws of the state of Oregon and jurisdiction of litigation shall be in that state. CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this AGREEMENT. In executing this AGREEMENT, the CONTRACTOR acknowledges that it is familiar with conditions related to the project and has ascertained any pertinent requirements of applicable laws and regulations.

XXI. FSC

CONTRACTOR will comply with Ecotrust Forest Management's Forest Management Plan and Forest Stewardship Council standards, as set forth in FSC-US Forest Management Standard (v1.0).

XXII. SEVERABILITY

If any part of this Agreement is found to conflict with applicable laws, such part shall be null and void, but the remainder of this Agreement shall be in full force and effect.

XXIII. INTEGRATION

These terms and the Agreement to which they are attached represent the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters. This Agreement may not be modified except in writing, signed by both parties.

This AGREEMENT represents the entire Agreement between the parties, supersedes all prior agreements and understandings, and may be changed only by written amendment executed by both parties.

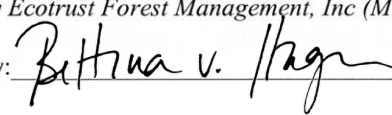
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as below subscribed.

CONTRACTOR:

ECOTRUST FORESTS II, LLC:

By Ecotrust Forest Management, Inc (Manager)

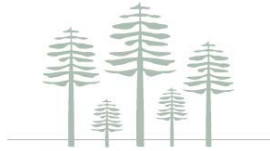
By: 

By: 

Date: 5-20-17

Date: 05/22/2017

EIN or SS#: 68-0396859



Ecotrust Forest Management, Inc.

APPENDIX A

Scope of Services

I. Overview

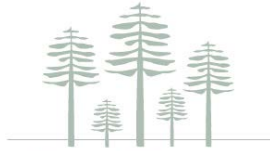
5C will provide estimates for road repair based on identified issues provided to CONTRACTOR on the Scott River Valley North Block.

II. Work Plan & Schedule

Estimates to be provided by May 18, 2017

III. Fees

\$75/Hr. for RFP, \$60/Hr. for Roads Contractor, \$90/Hr. for Registered Engineer. Admin fees of 17%. Not to exceed \$5,000 without prior approval by EFM.



Ecotrust Forest Management, Inc.

APPENDIX B

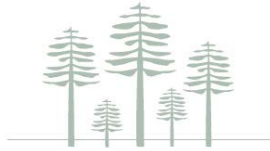
Hours Reporting Sheet

Ecotrust Forest Management (EFM) requests employment data for all jobs completed on EFM-managed lands. Providing this data is optional (please provide partial data if necessary) and will not be used as a condition of work. This data is used to report on how our style of forest management affects regional employment. External presentation of collected employment data will not include specific contractor names.

We encourage all of our partners and contractors to learn more about us at www.ecotrustforests.com.

| EMPLOYEE PROFILE | | |
|------------------|--------------|--------------|
| Employee Number* | Hours Worked | Census Tract |
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* Please assign each employee a number and do not include any names with this data.



Ecotrust Forest Management, Inc.

APPENDIX C

Insurance Certificate Holder and Additional Insureds

Certificate holder to be listed on insurance certificates required under this contract include:

1- Ecotrust Forests II, LLC

Additional Insureds to be listed on insurance certificates required under this contract include:

1- Ecotrust Forest Management Inc.