TERMS & CONDITIONS (Revised 07/02/2009)

In consideration of the benefits that accrue to me by participating in the Southern Pine Beetle Prevention Program, otherwise known as SPBPP, I agree to the following terms and conditions in favor of the Texas Forest Service (TFS):

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 the SBPP application and contract. I further certify that I am applying as a non-industrial private forest landowner, which means any private individual, group, association, corporation, Indian tribe or other native group, or other private legal entity, but 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, a minimum of 10 acres of land that is susceptible to southern pine beetle infestation.

2. I understand that the maximum payment limitation for all combined practices is $5,000 per individual landowner per federal fiscal year and $10,000 for partnerships or trusts with two or more members. I understand that the minimum project size is 10 acres for all timber-related practices.

3. In the case of pre-commercial thinning treatments, I agree to provide the TFS with all cost documentation, in writing, justifying my expense incurred when my practice is complete. I further understand that my cost share case will not be processed and cost shares paid until all components within my practice have been completed, as determined by the TFS forester.

4. I agree to install this practice according to the specifications set forth within the SPBPP Treatment Plan that the TFS or consulting forester will be provided to me and to assure that the thinning operation is carried out following the state’s guidelines for “Best Management Practices.” I further agree to maintain the practice for a period of five (5) years following approved treatment.

5. I agree to notify the TFS forester when I have completed installation of all components for this practice. The TFS forester will then determine component units performed that meet guidelines. This will be the basis for my receipt of cost shares duly earned.

6. I agree to refund all or part of the cost-share assistance paid to me, if, before the expiration of the above practice maintenance period, I (a) destroy the practice or otherwise fail to maintain the practice 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 terms and conditions of this application for the remainder of the five (5) year period beginning from the date of treatment.

7. I understand 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 the TFS forester is satisfied 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. 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, collusion, 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 SPBPP.

9. 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 SPBPP payments otherwise due shall be secured based on the extent and effect of destruction and impairment.

10. Except when determined by the State Forester to have been beyond the landowner's control, if an owner sells, conveys, or otherwise loses control of the SPBPP-assisted land upon which there is a continuing obligation to maintain a practice, and the new owner does not agree to assume the responsibility for maintaining the practice, the owner who was originally obligated to maintain the practice shall be liable to reimburse the State for all cost-share on such practices.

11. Nothing in this section requiring the withholding or refunding of financial assistance funds shall preclude any penalty or liability otherwise imposed by law.

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

Applicant’s Signature: ________________________________                             Date: ___________________