

FORESTRY FACTS



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Contracting with a Consulting Forester

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Working with a private consulting forester is a great way to achieve your goals for your woodland. Like any other contractor you work with, it is a good idea to get all of your agreements in writing to protect yourself and the contractor.

The first thing to decide upon is what service you want your consulting forester to undertake. You may hire a consultant to do an inventory of your woodland including size, age, volume and species of trees. You may also hire them to develop a management plan for your woodland. You may expand your agreement with them to include preparing and administering timber sales, treatment of invasive species, and/or preparing your land for tree planting or volunteer seedling growth. Choose the tasks you want them to perform to fulfill your goals for your woodland.

Refer to pages 2 and 3 of [UW-Extension Forestry Facts #75 "Hiring a Consulting Forester"](#) to learn more about what a consulting forester can do for you and how much they may charge for their services.

Once you and your consulting forester agree on the service you want them to undertake, it is time to prepare the service agreement. In general, the agreement should specify the exact nature of the service, the method of determining a fee, cost estimates, payment schedule and a timeline for starting and completing the work. Consulting foresters may have individualized agreement templates for each service they provide.

Make sure that you understand the written agreement and all the different elements included. Ask questions if you do not understand the language or have your legal counsel review the agreement prior to signing. Remember, agreements are legally binding and should be entered into after careful consideration.

Items to consider including in your Agreement with a consulting forester:

- Contact person and an address where correspondence is to be sent.
- Legal description of the area where the service is to be performed.
- A statement that the landowner is the holder of the timber interest and has the authority to enter into an agreement for services.
- Description of the service to be performed.
- Identification on how and when payments are to be made to the consultant for the services provided.
- Identification of who will pay for supplies needed to conduct the service including tree marking paint, flagging, transportation costs, and other materials.
- A statement from the consultant attesting that they are acting solely as the agent of the landowner.
- A statement from the consultant attesting that they will conduct their services in a reasonable time period and work efficiently to hold your costs to a reasonable level.
- A statement on the procedure for termination of the agreement by either the landowner or the consultant.
- A statement confirming the consultant has a "Certificate of Insurance" to cover the liability for any personal or property damage suffered during the course of normal duties by the forester, their staff or any sub-contractors.
- A statement that all federal, state, and local laws are complied with.
- A statement that all Best Management Practices (for water resources, invasive species, etcetera) are followed.
- A statement giving the consultant permission to request data on endangered resources (e.g. threatened and endangered species, historical, archeological, or cultural resources, etc.)
- Identification of who will submit cost sharing documentation, if applicable.
- A signature box for both landowner and consultant.

For Agreements associated with **timber sales**, consider these items:

- Description of the service to be performed, this may include designation of trees to be cut, establishment of the cutting boundaries, timber volume determination, preparation of a bid prospectus, preparation of the timber contract, administration of the logging, etc.
- A statement confirming the consultant has "Workman's Comp." (if required by the State of Wisconsin) to cover the liability for any injuries suffered during the course of normal duties to the forester, their staff or any sub-contractors.
- A statement from the consultant attesting they have no professional or personal obligation with any potential buyers of the timber to be sold.
- Identification of who will complete and submit to DNR the MFL cutting notice(s) if required.
- Identification of who will complete and submit to the County Clerk the "intent to cut" notice(s) (Note: These expire December 31 of each year).
- Identification of who will apply for any necessary permits (e.g. stream crossing permits) and pay the permit fee, if applicable.
- Identification of who will notify and obtain a written access agreement with a neighboring property(ies), if needed.
- Identification on how and when payment from the timber buyer will be collected.
- Identification of who will hold the performance bond (if applicable) and under what conditions it will be released.
- A statement regarding any special considerations or requirements you may have of the Consultant or logging contractor.