

## TERMS & CONDITIONS

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 A&M 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 reverse side of this application. 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 may be susceptible to southern pine beetle infestation.
2. I understand that the maximum payment for all combined practices is \$5,000 per landowner per fiscal year. I understand that the minimum project size is 10 acres for all silvicultural practices.
3. I agree to provide the TFS with all documentation, in writing, detailing my expense incurred when my practice is complete. I further understand that my cost share will not be processed until the full completion of all components of my practice is verified by TFS.
4. I agree to install this practice according to the specifications set forth within the SPBPP Treatment Plan that will be provided to me by TFS or consulting forester 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 TFS when I have completed installation of all cost-shared practices, TFS will determine all installed practices were done to program/guideline standards and this will be the basis for my receipt of cost shares duly earned.
6. I agree to refund all or a prorated portion 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. This section shall not preclude any additional penalty or liability otherwise enforceable by law.
7. I understand that where practice establishment does not meet the minimum specifications due to factors beyond my control, the TFS may approve cost-share payment provided the TFS 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 to that person shall be made. 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 refund of all or part of any SPBPP payments otherwise due shall be made based on the extent and effect of destruction and impairment.

I have read, understand, and agree to all terms and conditions in this application.

Applicant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_