

**Northeast Texas Habitat Incentive Program
Cooperator and NWTF Agreement**



Project # _____

This Northeast Texas Habitat Incentive Program (“the Program”) Agreement (the “Agreement”), is by and between the National Wild Turkey Federation (“NWTF”) and _____ (“the Cooperator”), together referred to as “the Parties.”

WHEREAS,

NWTF and the Cooperator wish to promote on-the-ground habitat restoration and conservation of priority birds and their habitat on private lands within the Northeast Texas Conservation Delivery Network Service Area (Appendix C) using sound science and proven management techniques. The Cooperator carrying out management activities and NWTF lending financial support, as more fully described and on the property (“the Property”) identified in Appendix A hereto, the “Northeast Texas Habitat Incentive Program Proposal.”

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the Parties covenant and agree as follows:

I. Respective Responsibilities of the Parties:

The Parties agree to perform the tasks and make the contributions identified in Appendix A, which is incorporated into and is part of the Agreement. In addition, the Parties further agree as follows:

A. NWTF:

1. Does not have title to or any ownership interest in the Property, direct or indirect, and assumes no liability for damage of any kind on the Property or surrounding properties.
2. Has no responsibility or duty of any kind to restore the Property to its prior condition upon termination or expiration of the Agreement.
3. Agrees to provide technical advice and assistance that NWTF determines in its sole discretion to be necessary or appropriate for the Cooperator to fulfill the terms of the Agreement.
4. Agrees to provide payment of \$ _____ for completion of management activities per the accepted proposal submitted on _____, 2020 (Appendix A).

B. The Cooperator:

1. Represents and warrants that (a) the Cooperator owns the Property and has the right to enter to this Agreement, and (b) this Agreement does not interfere with or violate the rights of any other party. A change of ownership of the Property shall not

change the terms of this Agreement, which shall remain in effect for the duration of the period specified in Section II below. The Cooperator agrees to notify NWTF of planned or pending changes or ownership of the Property at least 30 days in advance.

2. Retains all rights to control trespass, and bears all responsibilities for taxes, assessments, and damage claims with respect to the Property.
3. Agrees to allow NWTF personnel or their authorized representatives reasonable access to the Property upon prior notification by NWTF or its authorized representatives, for activities identified in Appendix A and to inspect the associated ongoing and completed work.
4. Agrees to maintain the suitability of the habitat achieved as a result of the activities described in Appendix A for a period of five (5) years following completion of the described activities.
5. Assumes the responsibility for securing all plans needed to carry out the Program described in Appendix A.
6. Agrees that, unless specifically provided otherwise herein, the Cooperator shall supply at its sole cost and expense all labor, material, equipment, supervision, and all other items and services necessary in the performance of its duties hereunder.
7. Shall provide a completed Department of the Treasury and Internal Revenue Service W-9 Form, "Request for Taxpayer Identification Number and Certification" for use in reimbursement. See Appendix B.

II. Terms of the Agreement:

- A. The Agreement shall be in effect until August 31, 2025 unless terminated earlier in accordance with Section V below.
- B. The work and associated invoices identified in Appendix A will be completed and submitted by August 31, 2021.

III. Administrative Matters:

- A. For purposes of coordination with the Cooperator and acceptance of work accomplished as invoiced to NWTF by the Cooperator, NWTF designates the following named individual as the Project Officer:

Annie Farrell
NWTF District Biologist
P.O. Box 2670
Lindale, Texas 75771
Phone: (903) 539-0279
Email: afarrell@nwtf.net

- B. For all other matters applicable to this Agreement, NWTF's point of contact is the individual whose name appears on the last signature block below.

- C. Upon completion of the activities described in Appendix A, the Project Officer shall submit a “request for reimbursement” (see Attachment A) on behalf of the Cooperator after inspection and verification of project completion. NWTF advance approval shall be required for any commitment of funds hereunder.

IV. Liability:

- A. The Cooperator agrees that it has sole and complete responsibility and liability for all operational aspects of bird and other wildlife management activities described in Appendix A, including direct or indirect impacts and damages to birds and other wildlife, land use, water quality, air quality, the local economy, cultural resources, and the human environment. The Cooperator agrees to abide by all local, state, and federal laws, regulations, and restrictions governing the implementation of identified activities and shall obtain all the essential and required permits and licenses for implementing all operational aspects of these activities necessary to fulfill the objectives as described in Appendix A.
- B. The Cooperator releases and relieves, and indemnifies NWTF and its affiliates, members, officers, directors, employees, contractors, agents, assigns, and representatives (collectively, “NWTF Parties”) from all liability in connection with any and all loss of life, personal injury, damage to or loss of property occurring to the Cooperator, and its affiliates, members, officers, directors, employees, contractors, agents, assigns, and representatives, in the performance of this Agreement by NWTF or any NWTF Parties, or in connection with the access any of such parties to the Property, regardless of whether such loss of life, personal injury, damage to or loss of property are based in whole or in part upon any NWTF party’s alleged negligence.

V. Termination:

- A. The Agreement may be terminated by either Party upon at least 30 days written notice to the other Party. If the Cooperator terminates this Agreement prior to the expiration of term specified in Section II.A. above, the Cooperator shall reimburse NWTF for NWTF hereunder expenditures on a pro-rata basis, based on the number of days remaining in the original scheduled term after the date of termination.
- B. The provisions of Sections IV, V, and VI hereof shall survive, and remain in full force and effect, following any expiration or termination of this Agreement.

VI. Miscellaneous:

- A. It is intended and agreed that the Cooperator is an independent contractor, and that the Cooperator and NWTF are not partners, joint venture associates, agents, employees or representatives of or for each other, and that neither Party has the right or authority to act for or to bind the other in any manner or the authority to

make any representations or warranties, or create any obligations or debts, on behalf of or that would be binding upon the other Party.

- B. Any notice or other communication required or permitted under this Agreement shall be sufficiently given if such notice is in writing and (a) delivered in person, (b) sent by overnight or expedited delivery service, or (c) sent by registered or certified mail, postage prepaid, to the address specified for each party on the signature page hereof.
- C. The Agreement shall be governed by and construed in accordance with existing state laws, without giving effect to any conflicts of laws provisions thereof.
- D. The Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns; provided, however, no Party may assign this Agreement or any interest herein to any other person or entity without the prior written consent of the other Party. This Agreement represents the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and may be modified, amended or waived only by a separate agreement or writing signed by the Parties. The descriptive headings contained herein are for convenience only and shall not affect the construction or interpretation of the Agreement. The Agreement may be signed in one or more counterparts, all of which shall constitute one and the same Agreement.

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VII. Signature Page:

The Parties hereto have caused the Agreement to be effective on the date of the latest Party signature.

The Cooperator

National Wild Turkey Federation

Name: _____

By: _____

Print Name: _____

Title: _____

Signing Date: _____

By: _____

Signing Date: _____

EXAMPLE

Appendix A

Northeast Texas Habitat Incentive Program Proposal

EXAMPLE

Appendix B

Cooperator W-9

EXAMPLE

Attachment A

Reimbursement Request Form

EXAMPLE