

## (Sample) Orchard Agreement [Date]

Agreement signed on \_\_\_\_\_ by landowners, the **[landowner]** and the **Connecticut Chapter of the American Chestnut Foundation (CT-TACF)**:

CT-TACF as used herein indicates members of TACF residing in Connecticut, and volunteers. We hope that most of these advocates will also be members or affiliates of the **landowner**. CT-TACF intends to establish and maintain an experimental planting of young chestnut trees, for the purpose of research and selection, leading towards the re-establishment of the American chestnut tree by producing seed that can be out-planted for reforestation. The **landowner** wishes to make available up to 1 acre of the property they own in [name and location of property], for this purpose. The **landowner** will work with CT-TACF to protect the orchard site from deer browse by establishing a suitable fence before any seed is planted. CT-TACF hopes and expects that this will be a partnership providing benefits to both TACF and **landowner** without creating untenable obligations for either partner. It is expected the resulting orchard will be in continuous operation during the 45 years required for this purpose.

Therefore, the following agreement is made between the landowners and CT-TACF.

- 1) PERIOD: CT-TACF** shall be permitted to use the orchard areas designated by the **landowner** on this site for the project from the date of this Agreement forward without interruption for the agreed term.
- 2) SPACE: CT-TACF** is to be provided sufficient sunny, arable space of up to 1 acre at the site to eventually plant and grow up to 3000 chestnut seedlings, in accordance with the CT-TACF Technical Master Plan. It is the responsibility of CT-TACF to keep the landowners informed of orchard requirements sufficiently in advance of need to permit orchard preparation and protection.
- 3) WATER: CT-TACF** is to be allowed access to water, if it available on the site, for irrigation purposes, as necessary.
- 4) ACCESS: CT-TACF** members and volunteers are to be allowed access to the site for work and observation during reasonable hours year round, subject to advance notification of the **landowner** by telephone or e-mail. Access is understood to include parking space for a reasonable number of vehicles near the orchard site.
- 5) PLANTING PLAN:** Within the designated orchards, **CT-TACF** is to be allowed to follow a reasonable plan for growing and selecting young trees in accordance with the **CT-TACF** Technical Master Plan and **TACF** cultivation guidelines as published and updated on the Chapter Web-Site.
- 6) CULLING PLAN:** Of the 3000 trees planted, the expectation is that just 20 trees will be part of the long-term seed orchard operational plan. Culling of the orchard can begin as early as year two following inoculation to assess levels of resistance. The **landowner** is prepared to assist with management of the culling process.
- 7) AGREEMENTS:** It is understood that the **landowner** has signed the **TACF** Germplasm Agreement covering their property. This provision permits germplasm from the TACF breeding program to be used at any orchard sites on this property.
- 8) UPKEEP:** The actual upkeep of the orchards, including mowing and maintenance of deer-proof fencing enclosing each orchard is to be the responsibility of **landowner**. Planting and nurture of the seedlings is to be the responsibility of **landowner**. **CT-TACF** will provide support for planning and resources related to the planting and nurture of the trees.
- 9) SEED HARVEST AND DISTRIBUTION:** The harvest and distribution of blight-resistant seeds will be under the direction of CT-TACF. Since all orchard managers to date have been directly involved in the governance of the Chapter (Board Members), seed orchard managers can expect to have considerable influence in this process should they participate as Board Members or otherwise in the Governance process.
- 10) VACATING:** When and if **CT-TACF** finally vacates the site, all root systems of rejected trees are to be cut at ground level and rendered non-sprouting. Viable trees remaining in the orchards may be retained on the site, so long as the terms of the **TACF** Germplasm Agreement are met.

SIGNED by Landowners (**landowner**):

SIGNED by CT-TACF:

---

---