**FLAT RATE CONSERVATION PRACTICE ASSISTANCE CONTRACT**

**General Information**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Organization | Contract Number | Other state or non-state funds?  Yes  No | Amendment  Board meeting date(s): | Canceled  Board meeting date**:** |

\*If contract amended, attach amendment form(s) to this contract.

**Applicant**

|  |  |  |  |
| --- | --- | --- | --- |
| Land Occupier Name | Address | City/State | Zip code |

\* If a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement and the group agreement attached to this form.

**Conservation Practice Location**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Township Name | Township | Range | Section | **1/4,1/4** |

**Contract Information**

I (we), the undersigned, do hereby request assistance to help defray the cost of completing the following practice(s) listed on the second page of this contract. It is understood that:

1. The land occupier is responsible for full establishment, operation, and maintenance of the practice(s) applied under this program to ensure that the conservation objectives are met and the effective life, a **minimum of** **years**, is achieved. The specific operation and maintenance requirements for the conservation practice listed are described in the Operation and Maintenance Plan prepared for this contract by the technical assistance provider.
2. Should the land occupier fail to complete or maintain the practice(s) during the effective life, the land occupier is liable to the organization for up to 150% of the amount of financial assistance received to complete the practice(s) unless the failure was caused by reasons beyond the land occupier’s control or if conservation practices are applied at the land occupier’s expense that provide equivalent protection of the soil and water resources.
3. If title to this land is transferred to another party before expiration of the aforementioned effective life, it shall be the responsibility of the landowner who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.
4. Practice(s) must be planned and installed in accordance with technical standards and specifications of the:
5. Increases in the practice(s) units or cost must be approved by the organization board through amendment of this contract as a condition to increase the payments.
6. This contract, when approved by the organization board or, will remain in effect unless canceled or amended by mutual agreement. If practice(s) covered by this contract have not been completed by  (date), this contract will be automatically terminated on that date.
7. Reimbursement requests must be supported by a completed Flat Rate Voucher Form.

**Applicant Signatures**

The land occupier's signature indicates agreement to:

1. Grant the organization's representative(s) access to the parcel(s) where the conservation practice(s) will be located.
2. Obtain any permits required in conjunction with the completion of the practice(s) prior to starting work on the practice(s).
3. Be responsible for the operation and maintenance of conservation practice(s) applied under this program in accordance with an Operation and Maintenance Plan prepared by the technical assistance provider.
4. Not accept any other state or federal funds for the practice(s) named in this agreement.

|  |  |
| --- | --- |
| Date | Land Occupier |
| Date | Landowner, if different from applicant  Address, if different from applicant information: |

**Conservation Practice**

The primary practice for which assistance is requested is

|  |  |  |
| --- | --- | --- |
| Practice standard(s) or eligible component(s) | Engineered Practice  ( yes or  no)  Ecological practice  ( yes or  no) | Units |

**Technical Assessment**

I have the appropriate technical expertise and have reviewed the site where the above-listed practice(s) will be completed and deem the practice(s) needed and that the estimated quantities are practical and reasonable.

|  |  |
| --- | --- |
| Date | Technical Assistance Provider |

**Amount Authorized for Financial Assistance**

The organization board has authorized the following for financial assistance: total not to exceed a rate of **$     /     .**

|  |  |  |
| --- | --- | --- |
| Board Meeting Date | Authorized Signature | Total Amount Authorized  $ |