

I. of (address/ph#)
hereinafter called the purchaser agree to purchase from
of hereinafter called the seller, the designated
timber located

I. ALL TREES INCLUDED IN THIS SALE have been marked with paint on the trunk
near ground level and near eye level. No guarantee is made or given as to volume or
condition of any tree in the sale.

II. THE PURCHASER AGREES TO THE FOLLOWING:

- A. To pay the seller at the time of the signing of this agreement, the full purchase price of \$.
- B. To deposit with the seller a \$ performance bond, which shall be held by the seller as a guarantee of performance. Said deposit shall be returned to purchaser after satisfactory completion of this contract.
- C. To waive all claim to the above described trees unless they are cut and removed on or before , 19 .
- D. To be held responsible for damages from fire resulting from negligence in the operations of the purchaser or any of his or her agents.
- E. To protect all waterways from damage by keeping all haul roads and skid trails at least 100 feet away from streams except for crossings which will be held to a minimum and will be made at rights angles to the stream.
- F. To reduce stream damage by removing all tree tops from waterways.
- G. To keep damage to unmarked trees to a minimum. Any carelessly cut or injured trees will be paid for at twice their highest grade value per board foot, using total volume scaled on the Log Rule.
- H. To enter and exit the sale area traveling only along designated roadways.
- I. To keep all haul roads to less than a 15% grade.
- J. To keep all skid trails to less than 20% grade.
- K. To properly retire all haul roads and skid trails by placing waterbar diversion structures every 100 feet on sloped roads and by sowing all roads, skid trails, and landing areas with type seed mixture at the rate of pounds/1000 square surface feet.
- L. To repair damage caused by logging to fences, fields, roads, or other improvements.
- M. To be responsible for the entire work under this contract and for all tools, appliances and property of every description used in the removal of the designated timber. The purchaser shall specifically and distinctly assume all risks of damage or injury to persons and property resulting from any actions or operations under this contract or in connection with the work.
- N. To assume all responsibility for the timber after award of the sale. The seller will continue to exercise all usual care for the protection of the property during the sale period, but will not be responsible for any loss or damage from any cause whatsoever during that period.
- O. To assign this agreement in whole or in part only with written consent of the seller.
- P. To permit the authorized representative of the owner to inspect harvesting as it is done. The presence of this representative will, in no case, relieve the purchaser of responsibility for the performance of the terms of this contract.
- Q. To cease all logging operations during periods of rain lasting two or more days and to not resume logging operations until the ground has dried sufficiently to carry logging equipment without such passage causing water related rutting of roads or skid trails.
- R. To remove all trash brought on site by purchaser or any of his or her agents.

III. THE SELLER AGREES TO THE FOLLOWING:

- A. To grant title to the trees covered by this agreement and to defend them against all claims at the sellers expense.
- B. Upon request of purchaser to extend this contract on a day for day basis to replace working days lost due to rainy weather or wet logging conditions.
- C. To grant freedom of entry and right-of-way to the purchaser and his or her employees on and across the area covered by this agreement, and also other privileges usually extended to purchasers of stumpage which are not specifically covered, provided they do not conflict with specific provisions of this agreement.

IV. IT IS MUTUALLY AGREED THAT:

- A. Any violation of this agreement by the purchaser, his or her agents, or his or her employees, as determined by the Seller, may constitute sufficient cause for immediate oral suspension of the timber sale operation, followed within 7 days with a written suspension.
- B. In the event that the Purchaser and the Seller are unable to agree on differences concerning damage appraisals or any other conditions of the sale, the final decision will rest with a committee composed of a representative appointed by the Seller, a representative appointed by the Purchaser, and a third representative selected by the two appointed representatives

AGREED TO THIS

 DAY OF 19 AT

V. SIGNED AND WITNESSED TO IN DUPLICATE BY:

SELLER

PURCHASER

WITNESS

WITNESS