

TIMBER SALE AGREEMENT

This agreement is entered into by _____ (Name) of _____ (Address), hereinafter referred to as the Purchaser, and _____ (Name) of _____ (Address), hereinafter known as the Seller.

The Purchaser agrees to buy and the Seller agrees to sell timber hereinafter described on a portion (or portions) of his/her land near (Town or Community) in _____ County, Tennessee, as shown on the attached map.

The general area(s) from which subject timber is to be removed is marked on the attached map of the Seller's property. Boundaries of specific area(s) from which timber will be removed are marked on the ground with _____ colored paint or _____ colored flagging tape which is (painted/tied) on trees and shrubs at eye level at approximately 25 foot intervals.

All trees included in this sale have been marked with paint on the stump near the ground and at eye level.

The Seller estimates, but does not guarantee, the volume of timber included in this sale as follows:

(FOR SAWTIMBER)

| <u>Tree Species</u> | <u>Number of Trees</u> | <u>Board Feet</u> <u>(_____ Rule)^{1/}</u> |
|---------------------|------------------------|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| | Total | _____ |

(FOR PULPWOOD)

| <u>Tree Species</u> | <u>Standard Cords (128 Cu. Ft.)</u> |
|---------------------|-------------------------------------|
| Pine | _____ |
| Hardwood | _____ |
| Total | _____ |

^{1/} Specify Doyle, International, of other log rule.

The Purchaser agrees to buy said timber in strict compliance with all the following conditions and requirements: **(Include any or all the following or additional stipulations as may be applicable.)**

To pay the full purchase price of \$ _____ when this sale agreement is signed. (OR To pay for said timber in the following manner: _____
(Describe) _____

To post with the Seller a certified or cashier's check in the amount of \$ _____ at the time this agreement is signed. This check constitutes a performance bond which will be returned in full to the Purchaser when timber cutting operations have been completed provided the terms of this agreement have been fully met. If any conditions of this agreement are not complied with, the value of such damages or violations will be deducted from the performance bond, and the balance, if any, will be returned to the Purchaser.

To cut and remove all merchantable timber included in the sale area(s) not later than _____ (Date) _____. If additional time is needed, the Purchaser will submit a written request to the Seller at least _____ days prior to _____ (Termination Date) _____. Consideration will be given such a request provided the Purchaser has done all in his power to cut and remove said timber in the allotted time and other sale conditions have been carried out in a satisfactory manner and in good faith.

To cut all paint-marked trees (including those trees considered by the Seller to contain no commercial value, which have been marked with a "X"). Any unmarked trees cut or damaged by carelessness will be paid for at the rate of \$ _____ per thousand board feet, _____ Log Rule, as estimated by the Seller.

Title to and responsibility for the above-mentioned trees shall pass to the Purchaser as they are severed from the stumps, but the Seller retains and the Purchaser grants a vendor's lien on all forest products cut or removed from the above-mentioned property until paid in full.

Any marked trees which are uncut and any cut forest products such as logs, tree tops, branches, slabs, edgings, and sawdust which are not removed from the Seller's property before the termination date of this agreement will revert to ownership of the Seller.

To exercise caution, to the fullest extent possible, to prevent and minimize damage to unmarked trees, adjacent standing timber, and small trees during felling, skidding, loading, and hauling operations.

To consult and act only on the approval and instructions of the Seller in the location and construction of access routes, haul roads, main skid trails, log landings, and sawmill sets. To locate haul roads, main skid trails and log landings at least 50 feet from streams and major drains.

To keep all roads used in connection with this sale on the Seller's property clear of limbs, tops, and debris and in passable condition for normal use. Ditchlines and drains will be kept free from tree tops, limbs, and other debris.

To prevent trucks, skidders, and other logging equipment from operating in streams; to avoid operating logging equipment within 25 feet of streams; to avoid crossing streams and drains and to skid logs away from streams and drains when possible; to drag trees, tree tops, and other logging debris which may fall into or across roads, streams, cropland and pastureland into an adjacent wooded area; to drag trees, tree tops, and other logging debris from sloughs and dry channels which may carry water when flooding occurs.

The Purchaser shall avoid logging operations during periods of wet weather to prevent damage to roads, skid trails, and log landings, especially rutting, compaction, and soil erosion.

The Seller will have authority to temporarily close down all or any part of the Purchaser's operation when, in the opinion of the Seller, soil or weather conditions are such that logging operations will lead to excessive damage to roads and other site deterioration.

To repair and/or reimburse the Seller for damages caused to fences, gates, bridges, roads, structures, equipment, crops, and other improvements and property of the Seller, incident to this sale operation.

To do all in his power to prevent and suppress any forest fires on the Seller's land.

If it becomes necessary to service equipment on the Seller's property, the Purchaser will catch all oil, coolant, hydraulic fluid, fuel, or other solid or fluid materials in an appropriate container, preventing spillage of any such material on the Seller's property, and transport such materials to a legal dump site.

To keep the Seller's property clean and free from oil cans, garbage, and other litter.

The Purchaser will hold the Seller harmless from any and all claims arising from damages to property or to the person of the Purchaser, his agents, or his employees which may arise or be incident to the use and occupation of the Seller's land or property.

It is mutually understood that any violation of this agreement by the Purchaser, his agents, or his employees, as determined by the Seller, may constitute sufficient cause for immediate oral suspension of the timber sale operation.

In the event 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 Purchaser, a representative appointed by the Seller, and a third member to be selected by the two appointed representatives.

The Seller agrees to grant the right of ingress and egress to and from the designated sale area(s) across the Seller's land and to guarantee title to the timber designated for sale.

AGREED TO THIS _____ DAY OF _____, 19 ____, AT
_____, TENNESSEE.

(Purchaser or Agent)

(Seller or Agent)

THIS IS A SAMPLE AGREEMENT ONLY. DUE TO THE UNIQUE CIRCUMSTANCES SURROUNDING INDIVIDUAL TIMBER SALES AND VARYING LEGAL REQUIREMENTS, THIS CONTRACT MAY NOT BE APPROPRIATE FOR YOUR USE. THE DEPARTMENT OF AGRICULTURE, DIVISION OF FORESTRY, IN NO WAY WARRANTS THAT THIS WILL SATISFY CURRENT LEGAL REQUIREMENTS AND DOES NOT RECOMMEND THE USE OF THIS CONTRACT WITHOUT THE ADVICE OF COMPETENT LEGAL COUNSEL.



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