

TIMBER SALE AGREEMENT

This agreement entered into this _____ day of _____, 20____, between
(Month)

_____, of _____
(Seller's Name) (Seller's Address)

herein after called the Seller, and _____
(Buyer's Name)

of _____
(Buyer's Address)

herein after called the Buyer.

I. Description of Timber Sale Area:

The timber sale area is located in Section _____,
(Part Section and Section)

Township _____, Range _____, in the County of

_____ and State of _____. Further description

as follows: _____.

The Seller guarantees that he has full right and title to the timber included in this sale, and that it is free from all liens and otherwise unencumbered.

II. Conditions of the Timber Sale:

A. The Buyer agrees to the following:

1. The Buyer agrees to pay the Seller the total sum of \$ _____
for said timber or otherwise payment shall be as follows:

(\$ _____) per (_____) Pine Sawtimber
(Unit)

(\$ _____) per (_____) Hardwood Sawtimber
(Unit)

(\$ _____) per (_____) Pine Pulpwood
(Unit)

(\$ _____) per (_____) Hardwood Pulpwood
(Unit)

(\$ _____) per (_____)
(Unit)

2. No trees shall be cut except for those that have been marked or designated as follows:

_____.

3. Unmarked merchantable trees, if cut or unnecessarily destroyed, shall be paid for at the rate of \$ _____ per _____.

4. All trees shall be utilized in their tops to the lowest possible diameter for commercially salable material.

5. Stumps of trees shall be cut no higher than _____ inches above average ground level, except for those trees wherein wire, nails, visible defects, or excessive flare necessitate cutting higher than the above stated limit.

6. Young and unmarked trees shall be protected against needless and unnecessary injury during cutting and hauling operations.

7. The Buyer must remain within the sale boundaries designated by the Seller.

8. The Buyer assumes responsibility for the suppression of and damage resulting from all fires caused by him and / or his agents or employees.

9. The Buyer agrees to repair at his own expense damage caused by his operations to gates, fences, bridges, and culverts, and to remove logging debris from existing roads, non-forested areas, and bodies of water.

10. The Buyer will in all respects observe and follow Arkansas' Best Management Practices guidelines as applicable.

B. The Seller and Buyer mutually understand and agree as follows:

1. This agreement shall terminate _____ - _____ - _____
Month Day Year

2. Any modification or amendments to this agreement must be written, dated, signed, and witnessed.

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

4. Any marked trees, which are uncut, and any cut forest products which are not removed at the date this agreement terminates remain and become the property of the Seller.

5. The Buyer and his agents shall have normal access on and across the property for the purpose of conducting cutting operations during the time limit stated in this agreement.

6. A portable sawmill **will** () **will not** () be set up on this tract of land to cut this timber. The location of any sawmill shall be approved in advance by the Seller.

7. The Seller is free from responsibility for any injury, death, or property damage caused by the Buyer's logging operation in the sale area during the tenure of the agreement.

8. It is understood by both parties that the Buyer is an independent contractor and not an employee of the Seller.

9. The Seller reserves the right of checking cutting operations at any time to determine whether or not the provisions of this agreement are being carried out.

In witness whereof the parties hereto have set their hands and seal.

Witness: _____

Buyer: _____

Date: _____

Witness: _____

Seller: _____

Date: _____