

“SAMPLE” TIMBER SALE CONTRACT

THE PARTIES OF THIS CONTRACT ARE _____ AND
_____ HEREINAFTER CALLED **PURCHASER**.

(Name and address of Purchaser)

GENERAL TERMS

1. For, and in consideration of, the promises and agreements hereinafter contained, _____ agrees to sell, and **Purchaser** agrees to purchase, harvest, and remove the timber included in this contract subject to the provisions hereof.
2. It is hereby understood and agreed that, except as otherwise provided herein:
 - a. All right, title, and interest in or to any timber included in this contract shall remain with _____ until paid for in full. Any timber remaining in the sale area, whether cut or uncut, beyond the contract period shall be considered abandoned by the **Purchaser**, and all right, title, and interest thereto shall vest to _____ or his heirs.
 - b. In the event any timber included in this contract is destroyed or damaged by fire, wind, flood, insects, diseases, or similar cause, to the extent it is unmerchantable, the party holding title to the destroyed or damaged timber shall bear the loss in stumpage and required deposits resulting from such destruction or damage. There shall be no obligation on the part of _____ to supply, or on the **Purchaser** to accept and pay for, other timber in lieu of that destroyed or damaged: Provided, that damage to or loss of timber removed from the sale area shall be borne by the **Purchaser**, and: Provided further, that this paragraph shall not be construed to relieve either party of liability for negligence.
 - c. Except as otherwise specifically provided, it is the intent of this contract that the **Purchaser** and _____ shall mutually agree upon the interpretation and performance of this contract; provided that within the limitations of law, upon failure to reach an agreement, the decision of _____ as the agency charged with the administration and protection of this property shall prevail.
 - d. Modifications of the terms of this contract, re-determination of rates provided for herein, and termination shall be in writing, and may be made on behalf of _____ only by the appointed _____ representative.
 - e. The appointed _____ representative will make for, and accept on behalf of, the _____ all notices, requests or other action where formal written notice is required herein, or is appropriate.
 - f. The appointed _____ representative, will exercise the rights and duties of the _____ to enforce the provisions of this contract.
 - g. This contract is not transferable in whole or in part. Subcontracting all or parts of the operation is permissible. The _____ will not consider a transfer of the contract.

SALE AREA

1. This sale area of _____ acres, more or less, is located in _____ County, Arkansas.
2. The boundaries of the sale area are as shown on the attached sale area map or plat, and said map or plat is hereby made a part of this contract.
3. Legal description:
_____.

TIMBER BEING SOLD

1. _____ guarantees that he/she has full right to transfer full title of the timber included in this sale.
2. Description of timber, which is marked in _____ paint and included in this sale, is as follows:

 _____ Board Feet of Pine Sawtimber – Doyle Log Rule
 _____ Board Feet of White Oak Sawtimber – Doyle Log Rule
 _____ Board Feet of Red Oak Sawtimber – Doyle Log Rule
 _____ Board Feet of Miscellaneous Hardwood Sawtimber – Doyle Log Rule
 _____ Cords of Pine Pulpwood
 _____ Cords of Hardwood Pulpwood
3. _____ gives no guarantee, expressed or implied, as to the volumes described under this contract.
4. Total acres to be harvested excluding roads, creeks and streamside management zones (SMZ) are approximately _____ acres. All trees marked with _____ paint inside this area can be harvested. There is _____ SMZ area that is a _____ stream flagged in _____, there are **no trees** marked inside the SMZ.

SELLING PRICE

For and in consideration of the sum of \$ _____ upon receipt from the **Purchaser**, _____ hereby agrees to sell and the **Purchaser** agrees to buy all forest products marked or designated for removal by _____.

PAYMENT SCHEDULE

Purchaser within thirty (30) days after award date of contract will make payment in full (certified check, cashier's check, bank draft, money order, or equivalent) to _____. Failure to provide such payment by said date will render this contract null and void.

SALE PERFORMANCE

Performance bond is required (performance bond or irrevocable letter of credit on a bank accepted by _____). The amount of the performance bond is ten percent (10%) of the sale price. _____ shall hold said performance bond pending final check and approval of harvest operations. Upon written notification of completion of this contract by the **Purchaser**, _____ will return the deposit in full, less any money withheld as damages for lack of compliance by the **Purchaser** with any provisions of this contract.

CONTRACT PERIOD

Purchaser shall have a period of _____ months from the award date to remove all timber for harvest.

CONTRACTOR LIABILITY

The **purchaser** and the subcontractors shall in all things conform to the requirements of the Workman's Compensation Act of the Law of the State of Arkansas in the performance of this contract.

Purchaser shall specifically and distinctly assume all risk of damage or injury to persons or property resulting from any actions or operations connected with work performed under this contract. Further, **Purchaser** shall protect, and hold harmless from liability _____ from any such damage or injury.

GENERAL HARVESTING PROVISIONS

1. **Purchaser** or **Purchaser's** representative agrees to have a conference with the _____ representative or his designee, **before** harvesting begins in order to discuss logging plans or any other phases of the harvest operation as desired.
2. _____ or representative reserves the right to check harvest operations at any time to determine whether **Purchaser** is meeting the provisions of this contract.
3. **Purchaser** shall have free ingress and egress over _____ property to the sale site. Securing rights of ingress and egress over adjoining property not owned or controlled by the _____ shall be the responsibility of **Purchaser**.
4. **Purchaser** will use existing roads and trails wherever practicable. **Purchaser** may erect, on _____ - controlled land, roads or other improvements necessary in the harvesting of timber included in this contract provided, however, that _____ approves the plans and locations in advance.
5. **Purchaser** will implement Arkansas' "Best Management Practice Guidelines for Silviculture" during all harvesting operations of this sale.
6. **Purchaser** agrees to have a contractor on the site that has completed the Arkansas Pro Logger training program or has a comparable certificate of training that complies with the training recommended by the American Forest and Paper Association's Sustainable Forestry Initiative.

7. **Purchaser** will successfully re-vegetate all temporary roads, landings, and skid trails by artificial seeding as per specifications contained in the attached addendum.
8. **Purchaser** agrees that all harvest operations will halt on all days and on any portion of this sale when soil moisture allows equipment to cause excessive rutting of the land.
9. **Purchaser** shall protect property such as roads, fences, utility lines, ditches, bridges, and other structures or improvements, against unnecessary injury and shall repair damage caused by **Purchaser** by restoring such damage immediately to the condition found prior to damage.
10. **Purchaser** is responsible for all tools, equipment and property of every description used in the harvest operation. **Purchaser** shall remove all tools, equipment and all other temporary improvements placed on the premises by him to the satisfaction of _____ before expiration of this contract.
11. **Purchaser** will merchandise all trees, including tops, to the lowest diameter for commercially salable products.
12. **Purchaser** has the option to harvest or leave marginal trees marked with an "X".
13. Stump height limit is twelve (12.0) inches for log trees, and six (6.0) inches for pulp trees, except for those trees wherein wire, nails, visible defect, or excessive flare necessitates cutting higher than the above-stated limit.
14. **Purchaser** will not cut or injure any witness trees or monuments, except such minor injury and damage as is necessary under normal and careful harvest procedures. _____ will determine the amount of any damage deemed excessive or unnecessary and will notify **Purchaser** in writing. The determination is final and binding on the **Purchaser** through his performance bond subject only to written appeal within thirty (30) days of such notification.
15. **Purchaser** will not cut or damage any trees inside Streamside Management Zone (SMZ). SMZ is flagged in _____ "SMZ" ribbon. Trees cut or damaged to the point of loss of growth or mortality shall be paid for at triple the contract price to _____.
16. _____ will be notified immediately if wildfire occurs. **Purchaser** shall prevent his operations from causing wildfire and shall use his employees and equipment to suppress any wildfires on the sale areas. **Purchaser** is responsible for damages from fire resulting from negligence by his employees or agents.
17. **Purchaser** will keep all roads, trails, power, utility, and boundary lines free of slash and other debris, or other damage at his expense.
18. Letters of explanation or exceptions to any of the conditions set forth herein are attachments to, and become part of, this contract.
19. **Grantors** represent and warrant that, to the best of their knowledge, there are no threatened or endangered species of fish or wildlife on any of the land, nor is there any existing or proposed finding or promulgation under state or federal endangered species law, rule or regulation that would

prevent **Grantee** from harvesting the timber on said land by conventional methods. If **Grantee** is prohibited, or restricted in any manner, from harvesting the timber conveyed herein by action or threat of action by any state or federal agency charged with enforcement of endangered species laws, rules or regulations; or, if **Grantee** or it's agents, employees or contractors discover or observe a threatened or endangered species upon the land before or after commencement of harvesting operations, which causes **Grantee** to refrain from or halt harvesting operations in order to comply with such laws, rules or regulations; then in that event, **Grantors** shall reimburse **Grantee** immediately for that portion of the purchase price of the timber attributable to the volume of timber which cannot be harvested as a result of such action threat of action, observation, or discovery. The volume of timber which cannot be harvested shall be determined by joint cruise conducted by **Grantors** and **Grantee**.

SIGNATURES AND ACKNOWLEDGEMENTS

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the _____ day of _____, _____.

WITNESS: _____ **By:** _____
(SELLER)

Title: _____

WITNESS: _____ **By:** _____
(PURCHASER REPRESENTATIVE)

Title: _____

(PURCHASER)

(BUSINESS ADDRESS)

(CITY, STATE, ZIP CODE)

TIMBER SALE CONTRACT ADDENDUM

GUIDELINES FOR WATERBARS AND REVEGETATION OF ROADS, SKID TRAILS AND LANDINGS

Water bars act to divert side ditch and surface runoff, which minimizes erosion, and provides conditions suitable for revegetation.

Construction:

1. Water bars should be placed at a slight angle to the road, firebreak or skid trail. The water bar slows the water, promotes deposition of sediment in the water, and then allows the water to slowly exit the road with minimal washing. The greater the percentage of slope, the less the angle of the water bar should be to the road surface.
2. Stabilizing the water bars at construction will prevent additional erosion. See **Table 1**.
3. The following table is a guide for spacing between water bars:

Grade of Road (Percent)	Distance between Water Bars (Feet)
2	250
5	135
10	80
15	60
20	45
30	35

4. To fully intercept any ditch flows, the uphill end of the water bar should extend beyond the side ditch line of the road and tie into the cut bank blocking the ditch.
5. The outflow end of the water bar should be fully open and extend beyond the edge of the road or trail to safely disperse runoff water onto the undisturbed forest floor.
6. Requirements for effective water bar construction on forest roads, trails and firebreaks are site specific so construction should match existing soil and slope conditions.

Table 1: Recommended seed mixtures, mulching and fertilizing rates for roads, water bars, landings, log fills and other disturbed areas.

	Spring and Early Summer (March - June)	Late Summer, Fall and early Winter (August - February)		
Area	Seed Mixture	Seeding rate (lbs/ac)	Seed Mixture	Seeding Rate (lbs/ac)
Mountains	Orchard Grass (Late spring)	12	Annual Ryegrass	24
	Browntop Millet	40		
	Ebon Rye; Winter Wheat	80*	Elbon Rye; Winter Wheat	80*
Gulf Coast or Delta	Bahia	25	Bahia or	30
	Browntop Millet	10	Annual Ryegrass	20

* Fertilize with a minimum of 200 lbs per acre of 15-15-15 (broadcast application).

* Soil pH Maintenance: Maintain soil pH of 6.5 to 7.5

- One ton of limestone = 1 point soil pH+
- One ton sulphur equivalent to 1 point soil pH-