

Private Forest Management TIMBER SALE CONTRACT

(This form is one of many available for this purpose. Please contact your attorney for legal advice.) This agreement is made and entered into between the parties below hereinafter called the SELLER and the PURCHASER.

Seller:	Purchaser:
Address:	address:
Phone:	Phone:

Section I:

Sale acres	Sec.	Twp.	Rge.	County	Sale end date or cutting period
12.6	Sec. 13,	T. 140-	R.35	Hubbard	4-15-2012

<u>Amount Purchaser agrees to Pay Seller:</u>	<u>Down payment amount:</u>
\$12,060.00	3618.00

Refundable performance deposit: (Payable upon signing of contract.)
\$1500.00

SECTION II: THE SELLER AGREES TO SELL and the Purchaser agrees to buy, under the terms and conditions hereinafter stated, all the timber marked or designated by the Seller, as estimated in SECTION V, on certain lands held by the Seller as described in **Section I**.

SECTION III: THE PURCHASER AGREES TO PAY the seller the amounts specified in Section I, more or less, as may be determined by the actual scale at the rate and by the method specified in SECTION V. The Purchaser also agrees to pay the Seller a separate refundable deposit as specified in SECTION I, to guarantee the performance of SECTIONS VII and VIII.

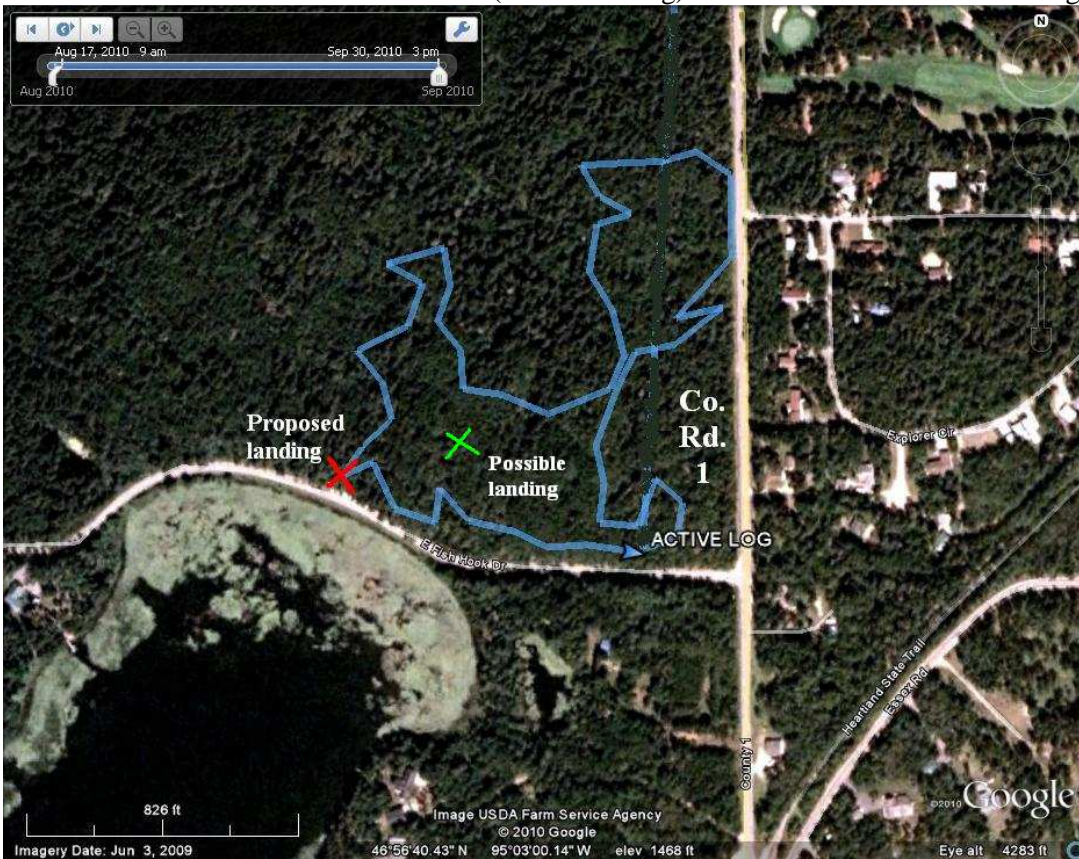
SECTION IV: UPON RECEIPT OF THE DOWN-PAYMENT, and the signature of both parties, this agreement becomes effective. The Purchaser agrees to pay the Seller a down-payment in the amount specified in SECTION I when the contract is signed. **The balance of the estimated value shall be paid prior to the commencement of logging operations. Any surplus or shortfall shall be settled among both parties following completion of harvest.**

SECTION V: ALL TIMBER DESIGNATED BELOW SHALL BE CUT and removed before the date specified in SECTION I unless extension of time is requested and granted in writing. Sale expiration shall occur on this date or before if all products have been cut, removed, and final payment completed. The Purchaser is liable for the full bid price for all timber listed below, including any uncut or not removed at sale expiration. This liability shall continue notwithstanding injury to the timber from natural causes, Acts of God, or human acts including vandalism or theft. All rights to remaining products, cut or uncut, revert to the Seller at sale expiration.

<u>Species</u>	<u>Products</u>	<u>Est. Volume</u>	<u>Units</u>	<u>Method of Scale</u>	<u>Unit Price</u>	<u>Bid Value</u>
BigtoothAspen	pulp	235	cords	consumer scale	\$33.50	\$7872.50
Quaking aspen	pulp	125	cords	consumer scale	\$33.50	<u>\$4187.50</u>
TOTAL						\$12,060.00

General Sale-wide Cutting Regulations:

- Open and clear communication must be maintained with the forester at all times regarding estimated starting and finishing dates, procedural problems and questions, etc.
- You *may* have the option of harvesting this site during *breakup conditions*. You *do* have the option of cutting in the summer. **However**, at the landowners or foresters discretion, logging activities must stop if conditions become/are too wet and excessive soil damage/rutting is unavoidable.
- Landing sites and skid trails must meet with the approval of the landowner and/or forester.
- All Oaks, Red pine, and White pine must be left uncut and reasonably undamaged.
- Merchantable trees listed for sale (cut or standing) that are not utilized will be charged double stumpage rates



IN WITNESS WHEREOF, the parties hereto have set their hands on the dates shown below.
WE HAVE READ AND UNDERSTAND THIS AGREEMENT INCLUDING THE REVERSE SIDE AND ANY ATTACHMENTS, ADDITIONS,
OR DELETIONS.

Approved and agreed to by the Seller: _____ Date: _____

Approved and agreed to by the Purchaser: _____ Date: _____