

Sample Contract for Sale of Standing Timber

This contract entered into this _____ day of _____, 19____, between _____ of _____
(Seller) (Post Office)
_____, hereinafter called the Seller, and _____ of _____
(State) (Purchaser) (Post Office)
_____, hereinafter called the Purchaser.
(State)

Whereas said Seller desires to sell certain designated trees standing and lying on a tract of land owned by her or him,
located _____

without impairing the productivity of the woodland.

Now, therefore, this contract witnesseth:

- I. The Seller agrees to sell and the Purchaser agrees to buy for THE TOTAL SUM of _____ Dollars (\$ _____) under the conditions set forth in this contract all of the designated trees on the above tract.
- II. Trees designated for cutting include those marked by the Seller, or his or her agent, with _____
(paint, blaze)
at 4¹/₂ feet and below stump height.
- III. The total number of trees conveyed is _____, composed of _____, _____, _____, _____
(Species)
- IV. The Seller further agrees:
 - A. To guarantee title to the forest products covered by this contract and to defend it against all claims at his or her expense.
 - B. No concurrent contract involving the area or period will be entered into by the Seller without written consent of the Purchaser.
 - C. The Purchaser and his or her employees shall have access to the area at all reasonable times and seasons for the purpose of carrying out the terms of this contract.
 - D. All designated trees must be cut but the Purchaser shall retain the right to leave felled such designated trees as she or he may consider not to contain merchantable material worth removing from the area.
- V. The Purchaser further agrees:
 - A. To pay to the Seller THE TOTAL SUM OF _____ Dollars (\$ _____) for the designated trees in advance of cutting. (See Paragraph I)

- B. Unless an extension of time is agreed upon in writing between the Seller and the Purchaser, all timber shall be cut and removed on or before and not later than the _____ day of _____, 19____, and any material not so removed shall revert to the Seller.
- C. To remove all equipment and structures built by the Purchaser and used during the operation within ninety (90) days after completion of this contract. If not removed, the items remaining become the property of the Seller.
- D. To show proof of adequate coverage by Workers' Compensation Insurance prior to and during completion of this contract.
- E. Not to assign this contract in whole or in part without the written consent of the Seller.
- F. To use his or her entire force to prevent and suppress forest fires on or threatening the sale area.
- G. To leave all woods, roads, and streams clear of tops, logs, brush, and other obstructions, and to reduce to acceptable dimensions all tops and other logging residue.
- H. The Seller will retain title to tops and other materials not considered merchantable for logs or pulp to dispose of as Seller sees fit.
- I. To protect from unnecessary injury young growth and other trees not designated for cutting.
- J. To pay the Seller damage and penalty for each tree that is cut in violation of the terms of this contract, a stumpage price of _____ Dollars (\$_____) per thousand board feet, but this shall not be construed as permission to cut any tree not designated. The Purchaser understands and agrees that the average diameter of the stump, outside bark, shall be used as DBH (diameter 4¹/₂ feet above ground) of the tree, and the tree shall be presumed to have contained _____ feet of clear, sound merchantable stem. Volume to be based on _____ (length).
(log rule)
- K. To clear necessary logging roads only after their locations have been definitely agreed upon with the Seller or his or her agent.
- L. To repair damage caused by logging to ditches, fences, bridges, roads, trails, or other improvements damaged beyond ordinary wear and tear.
- M. To comply with the State's silvicultural best management practices which are incorporated in the State Water Quality management plan.
- N. Special Provisions _____.
- O. Any liability for damage, destruction, or restoration of private or public improvements occasioned by or in the exercise of this contract shall be the sole responsibility of the Purchaser.

VI. The Seller and the Purchaser further agree:

- A. The Seller or his or her agent shall make inspection of the cutting operations from time to time and may order their complete cessation if they are found to be violating the terms of this contract.

- B. All modifications of this contract will be reduced to writing, dated, signed, and witnessed and will be attached to this contract.

- C. In case of dispute over the terms of this contract, final decisions shall rest with a reputable person to be mutually agreed upon by the parties to this contract. In the case of further disagreement, an arbitration board of three persons will be selected, one by each party, and the third by those two selected; and the decisions of the majority shall be final with respect either to acts to be done or compensation to be paid by either party to the other.

In witness whereof, the parties hereto have set their hands and seals, this _____ day of _____, 19_____.

WITNESSES:

(For the Purchaser)

(Purchaser)

(For the Seller)

(Seller)