

This timber sale contract made this _____ day of _____, 20____,
by and between _____,
hereinafter called the Seller, and _____,
hereinafter called the Purchaser.

WITNESSETH:

That for and in consideration of the sum of _____ dollars (\$ _____)
paid in lump sum upon the signing of this contract, the Seller agrees to
sell and the Purchaser agrees to purchase all trees of the Seller's timber
which the Seller has designated for cutting with two spots of _____
paint, one above stump height and one below stump height, said tract of
timber being located in _____ County, Kentucky, and
recorded in Deed Book Number _____, Pages _____,
in _____ County, Kentucky.

The Seller further agrees that as a consideration for the improvement of his
woods, the Purchaser may, at his option, cut and remove those cull trees
which have been additionally designated for cutting by _____.

The Purchaser agrees that those trees not marked for sale or as cull shall be
protected from unnecessary injury. This is to specifically include trunk
damage from bark skinning and bole damage from broken branches which
might otherwise occur due to the felling and skidding of those trees which are
to be removed under this contract.

The Seller guarantees clear title to the above-designated stand of timber and
agrees to defend that title against any and all claims. The Seller further
provides the Purchaser the right of ingress and egress over and through his
controlled property and agrees to the use of reasonably sized yarding areas
for the working, storage, and loading of the timber being harvested under this
contract. The routes of ingress and egress and the yarding area locations are
to be determined by mutual agreement of the Seller and the Purchaser.

The Seller further agrees to provide the Purchaser with definable boundary
line descriptions (fence line, creek bank, road, ridgetop, or other means), and
to show the boundary lines to the Purchaser, or Purchaser's agent(s) prior to
the beginning of cutting operations. Any unclear boundary line description will
be resolved before the cutting of the timber in those questionable boundary
line locations. This section, together with the above-referenced guaranty of
title, shall be deemed sufficient to meet the requirements of Section 1,
Subsection 2a of KRS 364.130, as it may apply to the Purchaser in any
future claims of timber trespass which may arise from adjoining landowners.
The time period of this contract shall be _____ year(s),
_____ month(s) from the date of execution specified above, unless a
written time period extension is executed and made a part of this contract
prior to this contract's time period expiration. The Purchaser agrees that all
logs, equipment, or other property of the Purchaser shall be removed from
the Seller's property within thirty (30) days after the expiration of this contract
or its extensions, unless prior approval is obtained from the Seller.

The Purchaser agrees to save harmless, the Seller, from any and all liability which may arise as a result of actions and activities which are executed by the Purchaser, the Purchaser's employees, agents, visitors, contractors, or others engaged in any way with the Purchaser under this contract.

The Purchaser agrees to protect and/or maintain all physical improvements of the Seller's property, such as roads, bridges, fences, pasture, and cultivated fields, affected by the activities conducted under this contract in functional condition throughout the life of this contract and to leave them in as good a condition as found upon the contract's expiration.

To reduce soil erosion and protect water quality, the Purchaser further agrees to implement the current edition of Best Management Practices, as contained in "Kentucky Forest Practice Guidelines For Water Quality Management," in all activities in the Seller's woodland.

It is further agreed and mutually understood that the Purchaser may assign any or all of his right under this contract at his sole choice and option with the express understanding that any such Assign will be bound by the terms herein mutually agreed. Such an Assign will not, however, relieve the Purchaser of his responsibilities.

Other considerations: _____

Signed and executed in triplicate this _____ day of _____, 20____.

WITNESSES:

1. _____
(Witness) (Seller)

2. _____
(Witness) (Purchaser)