

SAMPLE
TIMBER SALE CONTRACT

STATE OF _____
COUNTY _____

THIS CONTRACT made and entered into on this _____ day of _____, 20____ by and between _____
and _____
whose address is _____
(hereinafter called the "Seller"), and _____ whose address is _____
_____ (hereinafter called the "Purchaser").

W I T N E S S E T H :

For and in consideration of the payments hereinafter set forth and of the obligations undertaken by Purchaser, Seller, in the capacity as aforesaid, does hereby subject to the exceptions, conditions, reservations and reversions hereinafter set forth, grant unto Purchaser a license, privilege or permit to fell, cut and remove all the designated standing timber or trees ("**TREES**") hereinafter described. **TREES** consist of all pine and hardwood trees except those marked to be left as seed trees with a blue paint band, which are located upon those certain lands situated in **County, ST** described as follows:

(see attached Exhibit "A")

and the general location thereof being indicated on Exhibit "B" attached hereto and made a part hereof. Seller does hereby grant to Purchaser the right to cut and remove said **TREES** within the time and subject to all of the terms and conditions as hereinafter set forth. Seller, in the capacity as aforesaid, does hereby represent to and covenant with the Purchaser that Seller, in said capacity, has the legal right to sell said **TREES** and enter into this contract. The terms and conditions of this contract are as follows:

1. The Purchaser will fell the **TREES** and cut from each felled tree, without avoidable delay the maximum merchantable volume of each of the following products: pine poles, pine sawtimber, pine topwood, hardwood sawtimber, hardwood pulpwood and hardwood topwood (hereinafter called **PRODUCTS**) which can be cut therefrom. The weight of **PRODUCTS** cut and removed hereunder shall be determined by the Purchaser at his mill or at any other specific location of mutual agreement between the Seller and Purchaser. Concurrently with his timber felling, cutting and removal operations ("**OPERATIONS**") the Purchaser will keep up to date an accurate record of the weight of each product cut from each compartment.

Unless agreed to otherwise in writing at the time this agreement is signed, Purchaser shall deliver to _____ (specify location) _____, no later than Wednesday following the end of each period of one calendar week, during his **OPERATIONS**, a report showing the compartment or compartments from which Purchaser has cut **PRODUCTS** during such week, and the weight of each product cut from each compartment. Said report will show the weight of each load and copies of the weight tickets itemized by product and will show the value of **PRODUCTS** at the following rates:

Product	Price Per Ton (2,000 pounds)
Pine Sawtimber	\$
Pine Poles	\$
Pine Topwood	\$
Hardwood Sawtimber	\$
Hardwood Pulpwood	\$
Hardwood Topwood	\$
OR	
(All Pine)	\$

Said reports will be accompanied by a remittance, by check, at the aforesaid rate for each product payable to _____ which said check will be paid by the Bank upon which it is drawn being properly endorsed and presented for payment. Checks will be accepted by Seller subject to and conditioned upon such payment.

2. Seller and Seller's representatives, shall have the right at any and all times to inspect the **OPERATIONS** of Purchaser hereunder to assure compliance with the provisions of this contract. Prior to beginning, resuming or completing **OPERATIONS** hereunder, the Purchaser shall give advance notice thereof to said Larson & McGowin, Inc., **if practicable as much as five (5) days and in any event not less than three (3) days before any such action.** Notice of suspension of **OPERATIONS** hereunder shall be given by Purchaser to said ____ (specify office) ____ within three (3) days of such action.

3. Title to the designated **TREES** will vest in the Purchaser when and as the **TREES** are cut and the purchase price is paid.

4. Purchaser will confine **OPERATIONS** to one compartment at a time and will complete all cutting in a compartment before beginning **OPERATIONS** in another compartment unless written consent of the Seller, or its agent is first obtained.

5. In all **OPERATIONS**, the Purchaser, subcontractors, employees or other representatives engaged in the **OPERATIONS**, shall exercise due care to avoid unnecessary damage to land, streams, understory vegetation, timber not being cut, including young timber, and to prevent the occurrence or spread of woods fires in the area where such **OPERATIONS** are being conducted, and will in all respects observe and follow recognized good forestry practices. Purchaser's **OPERATIONS** shall be in compliance with all state and federal regulations including but not limited to the Clean Water Act and Endangered Species Act, and Purchaser will recognize and adhere to the following stipulations:

- a) At all times Purchaser will observe and follow best management practices as developed by the State of Florida. Purchaser shall minimize the number of stream crossings; and where crossings are necessary, cross at right angles to the main channel, and after completing **OPERATIONS** will promptly remove all temporary fill materials and will restore stream bank contours.
- b) The location of logging decks and any new roads and all stream crossings must be approved by the Seller or Seller's representative prior to cutting. No tops shall be left in any rivers, streams, pastures, roads, cultivated fields or cleared fire breaks.
- c) In all **OPERATIONS**, directional felling should be used to avoid excessive turning of **TREES** before skidding, to protect trees not being cut from breakage and to minimize felling in water courses, streams or rivers. Any logging debris deposited in streams as a result of Purchaser's **OPERATIONS** will be removed and damaged or collapsed stream banks will be restored immediately. All **TREES** should be limbed and topped before being skidded.
- d) Purchaser agrees to prohibit and prevent the discarding and accumulation of any trash, litter or byproducts associated with its **OPERATIONS** or presence on the property.
- e) Existing roads and boundary line fences must be left free of limbs and tops and must be repaired if damaged. Primary skid trails, stream crossings, new roads, or landings constructed shall be designed to minimize erosion, and repaired or conditioned before any extended interruption in **OPERATIONS** or upon completion of cutting. Such repair or conditioning shall include the construction of water bars, dips, diversion ditches, revegetation and such other measures as are otherwise appropriate under the conditions. New roads will be blocked off upon completion of cutting if requested by Seller.
- f) Purchaser shall not cut any undesignated trees of any kind. If any trees not designated should be cut by Purchaser, its contractors, employees or other representatives, Purchaser shall be obligated to pay to Seller liquidated damages for each undesignated tree as follows:

FOR PINE AND HARDWOOD	
Stump Diameter (Inches)	Amount
4" - 11"	\$ 50.00
12" - 20"	\$175.00
21" & Up	\$400.00

provided that any such damages may be waived by Seller in Seller's sole discretion if Seller shall deem that such cutting was necessary to the **OPERATIONS** hereunder or was accidental.

- g) At the time of the execution of this contract, neither Seller nor Purchaser was aware of the presence on this property of any plant or animal species listed by the U.S. Fish and Wildlife Service as threatened or endangered under the Endangered Species Act. If Seller or Purchaser discovers any such listed threatened or endangered species on this property during the term of this contract, it is agreed that actions to protect such species will be taken.

6. All of Purchaser's **OPERATIONS** hereunder shall be at Purchaser's own expense and by means of Purchaser's own selection, and shall be exclusively at the risk and responsibility of Purchaser; and Seller shall have no liability either directly or indirectly on account of Purchaser's **OPERATIONS**. Purchaser shall indemnify and hold harmless the Seller against any loss, liability or expense of any kind incurred on account of personal injuries or property damage or alleged injury or damage resulting directly or indirectly from any **OPERATIONS** hereunder by Purchaser or its contractors, employees, agents or representatives but Purchaser's undertaking to do so does not include indemnification for any such loss, liability or expense resulting directly or indirectly from the negligence of Seller, or Seller's contractors, employees, agents or representatives. Purchaser shall pay all severance taxes and all other taxes, licenses and excises required by law to be paid on account of the **OPERATIONS** hereunder. Until this contract has been completed and Purchaser is off the property, Purchaser, at its own expense, shall carry commercial general liability insurance of not less than \$500,000, which insurance shall protect Seller against loss or damage due to negligence or other wrongdoing of Purchaser or its agents or servants, against claims for injury of or death to any person or damage to property of all persons arising out of or in the course of Purchaser's **OPERATIONS** and shall expressly cover the indemnification agreement contained above. Purchaser will deliver certificates of insurance at Seller's request. Such certificates shall contain provisions that the coverage afforded will not be canceled or materially changed until after at least ten (10) days prior written notice has been given to Seller by the insurer. Purchaser will also maintain insurance that will protect it from claims under workman's compensation laws, and employer's liability laws.

7. To the extent Seller may own or control lands in the vicinity of the areas to be cut, Purchaser shall have the right of ingress and egress to go on and across such owned and controlled lands, making use of existing

roadways and trails when available, with personnel, vehicles and such other equipment as is reasonably necessary for the purpose of felling the **TREES**, cutting and transporting **PRODUCTS** from the land to the nearest accessible public road or highway, but the Purchaser shall not erect a mill or any other structure on the land nor make any other use of any part thereof except as herein authorized.

8. Purchaser will be allowed until _____ to complete felling, cutting and removal of the aforesaid **TREES** unless a written extension of time is granted by Seller.

9. Seller and Seller's representatives and assigns shall have the right to go upon said lands and to perform any acts or operations thereon that will not unreasonably interfere with the right of Purchaser to fell, cut and remove the **TREES** as provided herein; and Seller shall continue to have the full right to sell, lease or otherwise dispose of any of said lands, provided that the exercise of such right shall be made expressly subject to the rights of Purchaser under this contract. Seller shall have the option to have the weight of the **PRODUCTS** or any part thereof verified by a scaler of its selection and at its expense. Purchaser shall have no right to sell, convey or assign the said **TREES** or any rights of Purchaser hereunder to any other person or party unless the Seller shall give its consent thereto by instrument in writing duly executed and acknowledged by Seller; and in any event Purchaser shall remain responsible for all obligations of Purchaser hereunder.

10. Seller reserves the right to suspend any or all **OPERATIONS** during periods of wet weather, or for any violation of the terms of this contract, as determined by Seller's representative, but guarantees an extension of the expiration date of this contract for a time period equal to that of suspended activity.

11. Before **OPERATIONS** begin, Purchaser has deposited Certified or Cashier's Check in the amount of _____ (\$ _____) which check is made payable to _____ (a Sales Escrow Account) _____. After the expiration of the time for **OPERATIONS** under this contract as provided in Paragraph 8 above, and a final inspection of the lands described in Exhibit "A" made jointly by the Seller or Seller's representatives and the Purchaser or Purchaser's representatives, if Purchaser shall have complied with all of its obligations under the terms and provisions of this contract, and shall not have caused any damage to the property of Seller, including trees not sold to Purchaser hereunder, shall return the amount of said check to Purchaser or Purchaser's successors or assigns along with interest accumulated from date of contract execution. However, if Purchaser has caused any damage to any such property of Seller or has caused any loss, liability, or expense to Seller by reason of any violation of the provisions hereof, Seller may make a written statement of the amount of such damage, loss, expense or liability (including, without limitation, any penalty for the cutting of undesignated trees as provided in paragraph 2 above), give notice of the same to Purchaser, and retain from the proceeds of said check the amount of such statement of damage, loss liability and expense. If the aggregate amount of such statement shall be less than the amount of said check, then the surplus from the proceeds of such check shall be paid to Purchaser by Larson & McGowin, Inc. and if the amount of such statement shall exceed the amount of said check, Larson & McGowin, Inc. shall retain for the Seller all of the proceeds of said check and Purchaser shall be obligated to promptly pay to Seller an amount equal to the excess of said statement over the amount of said check.

IN WITNESS WHEREOF, Purchaser and Seller have each executed this contract in duplicate on the date set forth hereinabove.

(SELLER)

Tax I.D. Number: _____

(SELLER)

Tax I.D. Number: _____

(PURCHASER)

BY: _____

AS ITS: _____

STATE OF _____
COUNTY OF _____

I, the undersigned Notary Public in and for said County in said State, hereby certify that _____ whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of the within instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand this the _____ day of _____, 1998.

Notary Public

(NOTARY SEAL AFFIXED) My Commission Expires:_____

STATE OF _____
COUNTY OF _____

I, the undersigned Notary Public in and for said County in said State, hereby certify that _____ whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of the within instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand this the _____ day of _____, 1998.

Notary Public

(NOTARY SEAL AFFIXED) My Commission Expires:_____

STATE OF _____
COUNTY OF _____

I, the undersigned Notary Public in and for said County in said State, hereby certify that _____
_____ whose name as _____ of _____
_____, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, _____ as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the _____ day of _____, 1998.

Notary Public

(NOTARY SEAL AFFIXED) My Commission Expires:_____
