

LOUISIANA DEPARTMENT OF AGRICULTURE & FORESTRY
OFFICE OF FORESTRY

SAMPLE TIMBER SALES CONTRACT

This contract is made and entered into by and between _____
Name

Address City State Zip

hereinafter called the Seller and _____
Name

Address City State Zip

hereinafter called the Buyer.

SECTION I

A. The Buyer agrees to pay, in advance of any cutting, \$ _____
for all marked or designated trees as _____
as included in this contract and located on the Seller's property,
_____ *Class of products* _____
_____ *Legal Description* _____
Parish, Louisiana, and estimated to be _____ acres definitely designated
on the ground by the Seller. A map of the sale area is attached.

OR

B. The Buyer agrees to pay weekly/monthly based on mill scale and/or tally:

\$ _____ MBF (Doyle Scale)

\$ _____ Cords (Standard 128 cu. ft.)

\$ _____ (_____ ft.) Poles or Pilings

Seller or his designated representative reserves the right to check scale. A copy of the scale tickets should accompany the payments.

SECTION II

The Buyer agrees to the following conditions:

A. No timber shall be cut except that which has been marked or designated with _____ paint, by the Seller or his Agent.

B. Other merchantable timber, if cut or unnecessarily damaged, shall be classified according to the highest product it will make and be paid for as follows:

Sawlogs	\$ _____	MBF
Poles and Piling under 50 ft.	\$ _____	Each
over 50 ft.	\$ _____	Each
Pulpwood.....	\$ _____	Cord

C. Buyer agrees to indemnify, protect and hold Seller harmless from any and all damages including reasonable attorney's fees and costs or injury to property or persons caused by or resulting from the Buyer's operations. Buyer will upon request furnish evidence such as Insurance Certificate that he has Workmen's Compensation, Public Liability and Property Insurance to protect the seller against all suits and claims.

D. Buyer agrees to pay all severance taxes required by the State of Louisiana for the cutting and/or removal of all timber harvested under the terms of this contract.

E. The cutting and removal of the timber covered in this contract shall not begin before _____, and shall be completed by _____, unless written extension of time is granted and made a part of this contract.

F. Buyer is to notify the Seller, or his assigned agent, at least three (3) days prior to any cutting operations and upon completion. With this notice the Buyer will submit to the Seller the company name and supervising individual who will be performing the actual logging operation.

G. All existing roads on the sale area and on other property of the Seller shall be kept passable. Roads damaged by the logging operations shall be restored to their former condition upon completion of operations.

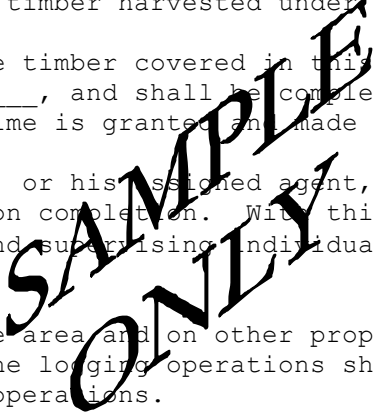
H. All damage caused by the Buyer or his agents to fences or other improvements of the Seller, as well as damages to existing servitudes on, over, or across seller's property shall be satisfactorily repaired or replaced by the Buyer within thirty (30) days of completion of operations.

I. Any fire started by the Buyer or his agents must be immediately suppressed. Suppression costs and damages resulting from the fire will be paid by Buyer regardless of the identity or the entity of person(s) who incur costs in suppressing any fire. In the event damages resulting from fire and/or damages under any section of this contract cannot be agreed upon by Seller and Buyer, then each will appoint one representative who together will select a third disinterested party to form an appraisal board of three members to determine damages under the terms of this contract.

J. Buyer assumes the obligation of obtaining any and all permits or other authorizations and represents that such permits shall be obtained and effective prior to commencement of any portion of the harvest which requires any such permit or authorization. Buyer further agrees to comply fully with the terms of each permit or authorization.

K. Buyer agrees to indemnify, including reasonable attorney's fees and costs, protect and hold Seller harmless from any and all actions institute against Seller related in any way to Buyer's failure to obtain or comply with any necessary permits or other authorizations.

L. The Buyer agrees to log in a reasonable manner and in accordance with Forestry Best Management Practices and to observe existing governmental regulations dealing with water quality wetlands, scenic rivers, and/or endangered or threatened species applicable to Buyer's operation hereunder, including, but not limited to, the following:



- a. Streamside Management Zones (SMZs) are sensitive areas bordering water courses, streams, and lakes where special care in conducting harvesting operations are necessary. Felling, skidding, stream crossings, temporary roads, landing locations, and associated operations will conform to recommended BMPs and shall include the following:
- (i) All trees within or bordering SMZs shall be felled so that the tops land away from water bodies and stream courses and in a way to minimize skidder maneuvering within the SMZ.
 - (ii) Buyer shall immediately remove any debris from water bodies or stream courses that result from its harvesting operations.
 - (iii) Buyer shall skid felled trees in a perpendicular manner away from water bodies or stream courses.
 - (iv) After completing operation, Buyer agrees to promptly remove all temporary fill materials and restore stream bank contours at all crossings.
- b. Before any extended interruption in harvesting operations and upon completion of the operation, Buyer agrees to condition primary skid trails, stream crossings and landings so as to prevent erosion. Such conditioning shall include the construction of water bars, dips, leveling of ruts, diversion ditches, revegetation, and, or such other measures appropriate under the circumstances.
- c. Buyer agrees not to litter Seller's property and will properly dispose off site oil cans, any solid wastes, including trash, and related material.
- d. Buyer shall use all possible care while conducting the harvesting of the timber conveyed herein as not to materially damage the land on which the timber is situated by logging when the site is abnormally wet. Conducting timber harvesting operations is prohibited when wet ground conditions fail to support Buyer's equipment and continued operations would result in excessive rutting of primary skid trails and landings.

In the event Buyer violates any of the requirements set forth in this paragraph, Seller shall have the right to order that Buyer immediately stop its harvesting operations and demand that Buyer repair the damage resulting from the violation. The operations will be allowed to continue only after Buyer has either repaired the damage or provided Seller with satisfactory evidence that Buyer will and can comply with the provisions contained herein. If timber harvesting operations are suspended as provided herein, seller agrees to extend the term of this agreement for a period of time equal to the number of days that Buyer's harvesting operations were suspended.

- M. The Seller and/or his designated agent, _____
Name
- shall have authority to halt logging activities if contract violations are observed. In the event of such action, logging will remain suspended until the Buyer and Seller come to terms on the violations.

SECTION III

The seller agrees to the following conditions:

- A. To grant reasonable access across the sale area and any adjacent property of the Seller but reserves the right to approve or disapprove the location of any new roads.
- B. Seller guarantees title of his timber to the Buyer.

C. Seller makes no guarantee as to the quality or quantity of trees conveyed by this agreement.

SECTION IV

It is mutually agreed:

A. That this contract may not be assigned in the whole or any part without the written consent of the other party.

B. In lieu of a performance bond, the Buyer has deposited with the _____

Bank, _____, Louisiana, \$ _____ to be held in escrow to cover any penalty charges which the Buyer may incur under the terms of this contract.

Signed in duplicate this _____ day of _____, 19____.

Witness:

SAMPLE ONLY

Buyer

Seller
