

INDEMNITY CLAUSE

PURCHASER shall indemnify and hold harmless SELLER from any and all claims and actions arising from any act of negligence, or failure to act by PURCHASER OR PURCHASER’S agents, employees, or assignees during the course of locating, identifying, cutting, loading, and hauling of materials conveyed by this contract.

REQUIREMENT OF PURCHASER TO CUT AND REMOVE ALL TREES COVERED BY CONTRACT

(Used in a Per Unit Contract)

PURCHASER, his agents, contractor and/or assigns agree to cut , merchandise, harvest, and market all trees to their highest and best use, which are growing within the sales area and which are designated to be removed by this contract that a competent logger would harvest under reasonable conditions. In the event that said trees are not harvested, Purchaser agrees to pay to Seller an amount equal to the fair market price for said trees, and the value of the trees not cut and removed shall be determined by Seller’s forester, and said amount shall be binding on Purchaser.

CONSIDERATION

(Used in a Per Unit Contract when an advance is made)

PURCHASER hereby advances the Seller the sum of \$_____, The trees to be cut and removed under this contract shall be paid on a per ton basis, set out as follows

Pine Pulpwood	\$xx.xx per ton
Pine Logs	\$xx.xx per ton
Hardwood Pulpwood	\$xx.xx per ton

RECAPTURE OF THE ADVANCE IS TO BE MADE FROM THE FIRST AVAILABLE RECEIPTS.

The PURCHASER shall furnish to the SELLER a weekly report that accounts for each load hauled, the specie and product class, and the dollar amount each load represents. Settlements shall be mailed to

_____, on a weekly basis, whether the advance has been repaid or not, and shall include a copy of the load tickets, and the amount credited against the advance, and/or the amount of stumpage receipts paid. A check shall be attached to the weekly report made payable to the SELLER after the advance is recaptured by the PURCHASER. All correspondence shall be mailed to _____, P.O. Box _____, AL 36_____.