

STATE OF ALABAMA

)

COUNTY OF \_\_\_\_\_ )

**TIMBER SALES CONTRACT**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned \_\_\_\_\_, hereinafter referred to as SELLER, for and in consideration of One Dollar, in hand paid by \_\_\_\_\_, hereinafter referred to as PURCHASER, the receipt whereof is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey unto PURCHASER, its successors or assigns all (describe trees to be included in sale) growing and situated on the following described land area. All said trees conveyed by this contract are located on the land area as described below:

(Enter Legal Description of Land Area on which trees are located) (It is desirable to have an Exhibit A on which a plat is drawn outlining areas to cut)

**BUYER AND PURCHASER AGREE AS FOLLOWS:**

(1)

**WARRANTY**

The SELLER warrants the title to the timber and rights hereby conveyed unto the PURCHASER, his successors and assigns as limited herein. The PURCHASER fully understands and agrees that the SELLER makes no guarantee whatsoever, either actual or implied regarding the volume of timber conveyed by this instrument standing and being on the above described tract of land.

(2)

**CONSIDERATION**

The amount paid for this timber sale contract and the trees to be cut hereunder is \_\_\_\_\_ an xx/100 Dollars (\$\_\_\_\_\_), the sufficiency and receipt of the consideration is hereby acknowledged by SELLER.

(3)

**BOUNDARIES**

The SELLER has furnished to the PURCHASER a map or plat of the subject property. However, the PURCHASER assumes sole responsibility for determining the proper and precise location of all boundary lines and further assumes sole responsibility for any liability resulting from an over-cut or trespass on the lands of any adjoining owner.

(4)

**TIME ALLOWED TO CUT AND REMOVE**

Unless written extension of time is granted, all timber conveyed by this contract shall be cut and removed from off the above described land area within \_\_\_\_ months from date of contract, after which time the title to the standing timber on the above described land area shall revert to the SELLER and all rights and privileges herein granted to the PURCHASER shall terminate.

(5)

**INSPECTION PROVISIONS**

Periodic inspections of the cutting and logging operations during the life of this contract will be made by SELLER, or his representative. The results of these inspections will be recorded on duplicate forms and submitted to the PURCHASER and to the SELLER. PURCHASER shall notify \_\_\_\_\_ in writing at the beginning and conclusion of operations for the removal of the timber covered by this conveyance. PURCHASER and logger shall meet with SELLER or his representative at a pre-logging inspection prior to logging operations.

(6)

**INSURANCE PROVISIONS**

Prior to moving on to the SELLER'S property, the PURCHASER and any sub-contractor shall furnish the SELLER written certificates of insurance evidencing the following insurance coverage placed with a carrier licensed to do business in the State of Alabama with minimum limits as specified. The certificates shall state the SELLER shall be given a written ten (10) day notice prior to termination of any one or more of the coverages. Termination of said insurance shall suspend this contract.

**COVERAGE**

1. Workman's Compensation

**LIMITS**

Statutory

**2. Compensation General Liability**

<b>A. General Aggregate Limit</b>	<b>\$2,000,000</b>
<b>Products/Completed Operations</b>	
<b>Aggregate Limit</b>	<b>\$2,000,000</b>
<b>B. Personal and Advertising</b>	
<b>Injury Limit</b>	<b>\$1,000,000</b>
<b>C. Each Occurrence Limits</b>	<b>\$1,000,000</b>
<b>D. Fire Damage Limit</b>	<b>\$ 100,000</b>
<b>E. Medical Expense Limit (any one person)</b>	<b>\$ 5,000</b>
<b>3. Automobile Liability (Hired &amp; Non-Owned Liability)</b>	<b>\$1,000,000</b>

THE SELLER AND his agent ( \_\_\_\_\_ ) SHALL BE NAMED AS ADDITIONAL INSURED ON COMMERCIAL GENERAL LIABILITY POLICIES AS WELL AS ALL AUTOMOBILE LIABILITY POLICIES.

(7)

**DAMAGE TO IMPROVEMENTS**

In the event any damage is done to any fences, roads, bridges, terraces, pastures, or any other improvements on said land area, by the PURCHASER, his agent, employee, or contractor, during the life of this contract, said damaged item shall be repaired to the original state of condition that existed prior to the damage or to a better state of condition. In addition, if any damage is done to roads in adjacent property, or to any improvements on the adjacent property, said damage shall be repaired to the original state of condition which existed prior to using said road within 30 days after completion of cutting on the heretofore described land area.

(8)

**RESPONSIBILITY TO KEEP ROADS, TRAILS, ETC., CLEAN OF DEBRIS**

PURCHASER shall use all reasonable precautions to keep all fire lanes, roads, pastures, and creeks open and free from obstruction during the life of this contract, and to open any fire lane, road, pasture or creek in the event it becomes stopped up as a result of the logging operation.

(9)

**FIRE**

PURCHASER shall use all reasonable precautions to prevent fires on said lands, and to prevent the spreading of any fires that occur thereon. In the event a fire burns on lands covered by this contract, PURCHASER agrees to promptly notify SELLER of such fire, if possible, and to have its employees, agents, or assigns who might be carrying on operations on these lands, control or assist in controlling the said fire.

(10)

**WORKMANSHIP STANDARDS**

PURCHASER agrees to carry on felling, skidding and hauling operations in a good and workmanlike manner that is consistent with the highest standards accepted in the timber industry, and in such a manner that will result in minimum damage to the land and to the residual stand of trees.

(11)

**REMOVAL OF LITTER**

PURCHASER agrees to pick up all oil cans, filters, cans and litter from meals and snacks, and any other debris or materials that are generally used in the care and maintenance of equipment or personnel, and remove same from premises.

(12)

**BEST MANAGEMENT PRACTICES**

PURCHASER agrees that all timber cutting, hauling, and harvesting will be done in accordance with the Clean Water Act/Best Management Practices. In addition, skidding trails and haul roads shall be constructed in such a manner as to reduce damage from erosion, and water bars shall be constructed upon completion of cutting and hauling, in those areas as designated by SELLER or his representative.

(13)

**PERFORMANCE BOND**

PURCHASER agrees to put up a performance bond of \$ \_\_\_\_\_ to be held in escrow by

, to insure compliance with cutting contract. Said performance bond shall be returned to PURCHASER upon satisfactory completion of cutting and removal operations. In the event any damage is done to subject property or adjacent property, including roads across adjacent property by PURCHASER, his agent or assign, and said damage is not repaired, part or all of said performance bond may be used to repair said damage, or forfeited as liquidated damages.

(14)

**ACCESS**

The SELLER expressly grants to the PURCHASER the right of ingress and egress in, over, and across and upon the land heretofore described, for use by PURCHASER in conveniently and economically handling, cutting, and removing timber hereby sold.

(15)

**RIGHT TO USE EQUIPMENT**

SELLER agrees to give and grant to the PURCHASER the right to operate all machinery, logging equipment, and any other materials or equipment necessary for cutting and removing timber hereby sold. It is hereby agreed that PURCHASER shall have the right to remove said machinery or materials, whether fixture or not, from off the land area any time within 60 days after the termination of this contract.

(16)

**ARBITRATION**

In the event of a dispute between the SELLER and PURCHASER herein, arising under this instrument, the matter in controversy shall be referred to two arbitrators, one to be selected by the SELLER, and one to be selected by the PURCHASER. In the event the two arbitrators shall disagree, then said two arbitrators shall select a third arbitrator and the decision of the majority of the three arbitrators shall be final. All of said arbitrators shall be graduate Foresters. Should rights or privileges granted by this instrument be delayed or abated or denied because of such arbitration, then the time provided in this instrument for the exercise of such rights and privileges shall be extended for an equal period of time as was delayed or abated or denied because of such arbitrations.

(17)

**ENTIRE AGREEMENT**

This document represents the entire agreement of both parties and there are no representations not stated herein, and this agreement may only be modified by a writing executed by both parties hereto.

IN WITNESS WHEREOF, the SELLER and the PURCHASER have hereby set their hands and seals, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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(Landowner's Signature)

XYZ Timber Company

By: \_\_\_\_\_

Its: \_\_\_\_\_

(Both Landowner and Purchaser's signatures are to be notarized.)