

## TIMBER SALE CONTRACT

I, John Do, of 123 Oak St., Anywhere, PA 5555 hereinafter called the Purchaser, agree to purchase from Lumber Inc. of Oaktown, PA hereinafter called the Seller, the designated trees described below.

I. **Sale Area Description:** The sale area is located in Maple Township, in Acer County, Pennsylvania, along Route XXX. It contains approximately XX acres.

II. **Trees Designated For Cutting:**

1. Sum total of all trees to be cut in the sale area is 5,000 (no. of trees).
2. All trees marked in yellow paint by Seller or representative, with spots above and below stump height are designated for cutting.
3. All trees marked by Seller or representative, with a large "X" are designated for cutting and must be cut.
4. All trees marked by Seller or representative, with a large "G" are designated to be girdled and left standing.

III. **Rates of Payment:**

1. Purchaser agrees to pay Seller the sum of \$X00,000 dollars for the designated timber described in Section II. Of this amount ----- will be paid at execution of this contract. The balance of the purchase price (-----) will be paid before the cutting of the timber commences.
2. Purchaser shall pay damages to Seller, for undesignated trees cut or injured at the rate of ----- dollars per tree or double stumpage value, whichever is greater.
3. A performance deposit of not less than ----- or -----% of the purchase price shall be held in escrow by the Seller until this contract is closed. See Section VIII.

IV. **Roads and Other Developments:**

1. Purchaser is authorized to construct such roads, skid roads, and skid trails as are necessary to efficient logging and are agreed upon by the Purchaser and Seller, and conform to an approved Erosion and Sedimentation Control Plan.
2. Purchaser shall repair damage to private roads on Seller's property caused by his operations. Intent of this provision is that the Purchaser will leave the private roads on Seller's property in the same condition as they were prior to the start of the Purchaser's operations.

V. **Operations:**

1. **Protection of Improvements:** Purchaser shall do all in his powers to protect roads, trails, telephone lines, fences, ditches, and other improvements in the Sale area and will repair damages caused to these facilities by his operations.
2. **Sanitation and Appearance:** Purchaser shall remove all refuse resulting from servicing and repair of his equipment from the Seller's property. Purchaser will remove logging slash, which has fallen across Seller's property line. Such slash must be moved 25 feet inside Seller's property.
3. **Schedule and Progress of Logging:** Purchaser shall agree to give Seller or representative one (1) weeks prior notice before logging operations are to begin. Purchaser must also give twenty-four (24) hours notice before operations are interrupted for more than three (3) days; Purchaser shall conduct his operations under his contract in a workmanlike manner and shall not unnecessarily damage young growth or unmarked trees. Excessive damage to unmarked trees shall be subject to the penalty provided in Section III-2.
4. **Safety:** Purchaser shall conduct logging operations in a safe workmanlike manner and shall cooperate in making it possible for the Seller or his representative to inspect the operations safely. Seller should not be held responsible for injury or damage to life or property of others as a result of the conduct of Purchaser's operations on Seller's property.
5. **Protection of Stream Courses:** All operations must comply with provisions of Section 102 of Department of Conservation and Natural Resources' Rules and Regulations pertaining to Erosion and Sedimentation Control. An Erosion and Sedimentation Control Plan is a part of this contract and must be in the possession of the operator and used as the operating guide in all operations conducted herewith.
6. **Logging Roads:** All roads and skid trails will be graded, leveled, and filled to the original contour, at the PURCHASER'S expense, before contract closure.
7. **Soil Saturation:** Operations shall be suspended during periods of soil saturation. Intent of this provision is to prevent excessive damage to SELLER'S property due to road rutting that cannot be readily repaired.
8. **The PURCHASER** will indemnify and save harmless the SELLER and his AGENTS from any and all claims and actions covering loss, costs, and damages of every kind and description which may be brought or made against the SELLER or his AGENTS on account of, or in any manner arising out of, the work being done under this agreement, sustained by any person, firm, or the PURCHASER'S AGENTS, EMPLOYEES, CONTRACTORS OR SUB-CONTRACTORS and shall carry Workmen's Compensation and Public Liability Insurance in a company and in an amount satisfactory to the SELLER, conditioned to protect the PURCHASER from any loss, costs, damages, or expenses in any way arising out of the work done by the PURCHASER or his agents, employees, contractors, or sub-contractors hereunder.
9. **Permits:** Any necessary permits pertaining to this timber sale are the responsibility of the PURCHASER.

VI. **Forest Fire Precautions and Control:** Purchaser shall do all in his power to prevent and suppress forest fires on or threatening the sale area.

VII. **Other Conditions:**

1. Seller shall guarantee title to the forest products covered by this contract and defend it against all claims at his expense.
2. Purchaser waives all claims to the designated trees described in Section II-2 unless cut and removed from Sellers property before January, 0000.
3. Changes in the terms of this contract shall be made only in a written contract modification signed by both Seller and Purchaser.
4. Purchaser shall not assign this contract in whole or in part without the written consent of the Seller.
5. In case of disputes over the terms of this contract, Purchaser's operations shall be suspended immediately. Purchaser and Seller agree to accept the decision of an arbitration board of three selected persons as final. Each of the contracting parties will select one person and the two selected persons will select a third person to form this board.

VIII. **Settlement and Closure:** This contract shall be considered closed when Purchaser has fulfilled all terms of the contract. Seller will return any performance guarantee to Purchaser immediately upon contract closure.

Signed in triplicate this 40th day of June, 2099.

Witnesses:

XX

Signature Address Purchaser(Signature)

XX

Signature Address Seller (Signature)