**Timber Sale Contract**

­­­­­­­­ (Company name) of ­­­­­­­ (Town), Missouri, herein after called the Buyer, agrees to purchase from Rob Sample of 304 Lula Avenue. Scott City, MO 63780, (573) 450-4812, herein after called the Sellers, the designated timber specified below:

**WITNESSETH:**

**ARTICLE I.** The Seller hereby agrees to sell to the Buyer, subject to the terms listed below, all the timber specified below, on a certain tract owned by the Seller, located in Section(s) 24, Township 30 North, Range 3 East, County of Wayne, State of Missouri, located on 124.83 acres more or less.

**ARTICLE II.** The Buyer agrees:

1. For this timber sale, trees SHALL only be cut from July 15, 2024 – July 15, 2025.

2. To cut only those trees marked with orange paint. All trees designated for cutting must be felled. All trees to be felled are marked with horizontal line at approximately chest height and with a spot on the stump.

3. Trees other than those specified above may be cut only for access on areas used for roads and landings, please contact Kaitlyn Armentrout, Forester, or her designee, prior to being cut.

4. To pay the Seller a lump sum price of (Dollar amount) to pay for trees designated for cutting. Ten percent (Dollar amount) of the lump sum and the performance deposit to be paid when the contract is signed; with the balance due before any timber is cut.

5. The Buyer agrees to submit a performance Guarantee, secured by performance guarantee check to the Seller in the amount of 10 % of total bid at the signing of the contract to be used as follows:

 a. To liquidate damage claims resulting from the Buyer’s operations.

 b. To be retained if the terms of this contract are not satisfied in full.

 c. To be returned to Buyer if all terms of the contract are satisfied.

6. To pay three times the stumpage value per tree or a penalty rate of $100, whichever is greater, for each tree which is not designated for cutting or is unacceptably damaged and must be cut. Other monetary penalties for excessive logging damage, follow-up cultural work, or other value losses associated with purchasers operations will be determined and considered beyond the minimum per tree penalty rate.

7. To keep fields, fences, roads and streams free from treetops and other logging debris at all times. To not allow the stump height of any felled trees to exceed twelve (12) inches above the ground, uphill side.

8. The Purchaser to hold and save the Seller, his officers, agents or employees, harmless from any or all liability because any claim whatsoever, for wages, supplies, equipment, damage and injury to persons or property arising in connection with any activity conducted or undertaken by the Buyer, his agents or employees under the terms of this contract.

9. That this contract cannot be transferred to another party without the written permission of the Seller.

10. To keep temporary roads to a minimum and to use discretion in the layout of said roads to avoid the unnecessary cutting of desirable trees. Roads will be left in a condition that will prevent erosion and shall comply with standards found in the *2014 Missouri Watershed Protection Practice guide*.

11. The maximum allowable depth and length of a rut in roads or skid trails is eight (8”) inches deep for a length of fifty (50’) feet.

12. The Purchaser will construct no more landings or skid trails than are necessary for efficient logging and is commensurate with causing the least possible damage to the forest, land improvements, and watershed of the sale area. The Seller may temporarily terminate hauling and/or skidding operations should these operations or weather conditions, in his opinion, be causing or likely to cause damage beyond the point of ordinary wear and tear to the haul roads and/or skid trails. The number of working days that the buyer's operations are terminated for this reason will be added to the term of this contract upon the request of the buyer.

**ARTICLE III.** The following conditions known as Best Management Practices and referenced in the current edition of the Missouri Conservation Department publication “Missouri Watershed Protection Practices” apply to the sale of said forest products and will be adhered to by the Buyer:

1. To waive all claim to the above described trees unless they are cut and removed on or before July 15, 2025.

2. To do all in his power to prevent and suppress forest fires on or threatening the sale area.

3. To protect young growth and other trees not designated for cutting from unnecessary injury.

1. All roads constructed and or used during the cutting and transportation of forest products shall follow the contour with slope grades of 8 percent or less maintained, except where terrain or the use of existing roads requires steep grades necessitating the construction of water diversion measures (water bars, broad-based dips, turnouts, culverts) installed at the proper intervals.
2. Except at stream crossings, roads will not be constructed within 100 feet (the corresponding Streamside Management Zone (SMZ)) of any stream, pond, or lake on the property.
3. All exposed soil at stream crossing will be stabilized with gravel, grass and mulch, or silt fences to prevent erosion and sedimentation.
4. Under no circumstances will temporary stream crossings made of logs and brush piled in the stream and covered with soil be permitted.
5. Wheeled and tracked equipment are not allowed within 50 feet (SMZ) of any stream, pond, or lake on the property. Trees marked for cutting within the SMZ should be chainsaw felled and cable winched out.
6. Log decks, portable sawmills, or chippers are not allowed within 200 feet (SMZ) of any stream, pond, or lake on the property.
7. All roads on and adjacent to the sale area used by the Buyer shall be reshaped and have water diversion structures installed upon completion of the sale as prescribed in “Missouri Watershed Protection Practices.”
8. All human garbage, tires, cables, used lubricants, fuels, fluids and containers used by the Buyer shall be removed from the sale area and disposed of properly by the Buyer.
9. The Seller or Forester in charge may temporarily terminate hauling and/or skidding during periods of wet weather conditions should these operations be causing or likely to cause damage beyond normal wear and tear to the roads and trails. The number of working days that the Buyer’s operations are terminated for this reason shall be added to the term of this contract upon request of the Buyer.
10. That upon any unresolvable breach by Purchaser of the terms and conditions contained herein, the Seller may, upon forty-eight (48) hours written notice, terminate this agreement and upon such termination, the Purchaser will cease operation and vacate the premises immediately.
11. Purchaser agrees to protect water quality by utilizing recommended “*2014 Missouri Watershed Protection Practice guide*” while conducting his operation on properties owned by the seller. Specifically, these practices will include the following:

 **a.** Minimizing the number of stream crossings.

 **b.** Locating fords at right angles to the stream channel and where the bottom is hard and

 relatively level.

 **c.** Not using any stream or drainage channel as a skid trail or road.

 **d.** Avoiding any practice that would alter the flow of stream water.

 **e.** Not placing any logging debris including tree tops, logs, butt-offs, sawmill slabs, and

 limbs within any drainage or stream.

 **f.** Constructing water bars on retired temporary access roads and main skid trails as

 described in Attachment A and spaced according to the gradient table.

**ARTICLE IV.** The Buyer further agrees to cut and remove said timber in strict accordance with the following conditions:

1. To cut all spring poles and trees greater than four inches in diameter at breast height prior to disturbance that are leaned over from harvesting operations and pull all lodged trees to the ground.
2. All non-merchantable products at the landing must be removed or returned and scattered throughout the interior of the sale area. All bark and wood chips left on the landing must be scraped off. The landing should then be back bladed or prepped for seeding.
3. To do all in his power to prevent and suppress forest fires on or threatening the sale area.
4. To protect from unnecessary and unacceptable damage young growth and other trees not designated for cutting. All wounds that cover greater than 25% of the circumference or greater than 100 square inches of acceptable growing stock, saw timber, and crop trees is considered unacceptable. Crown damage that exceeds greater than 25% of the live crown of acceptable growing stock, saw timber, or crop trees is considered unacceptable.
5. To repair damage caused by logging to fences, bridges, roads, trails, or other improvements damaged beyond ordinary wear and tear.
6. Any trees that are felled across property lines must be pulled back onto the seller’s property. No logging debris is to be left on adjacent properties or on boundary lines.
7. All stumps of pulpwood and saw timber trees shall not exceed a height of 12 inches. Stump height is measured above the ground on the high side unless cutting this stump height would cause equipment damage.
8. To allow the Seller to cut and remove any portion of a tree left on the ground by the Buyer after he has removed his products.
9. To obey all state and federal laws while conducting any part of his operation on the seller's property.

**ARTICLE V.** The Seller agrees to the following conditions:

1. To guarantee title to the forest products covered by this agreement and to defend it against all claims at their expense.

2. To grant or secure necessary entry and right-of-way to the Buyer and his employees on and across the area covered by this agreement, and other privileges usually extended to Buyers.

3. If the Buyer is unable to complete the work during the time frame specified by the contract due to wet weather, equipment mechanical issues, or other circumstances out of the Buyer’s control, the Seller will grant the Buyer an extension of up to 6 months upon request of the Buyer. The length of the extension shall be dependent upon the number of working days that are lost due to wet weather, equipment mechanical issues, or other circumstances out of the Buyer’s control.

4. That upon any unresolvable breach by Purchaser of the terms and conditions contained herein, the Seller may, upon forty-eight (48) hours written notice, terminate this agreement and upon such termination, the Purchaser will cease operation and vacate the premises immediately.

**ARTICLE VI.** It is mutually understood and agreed by and between the parties hereto as follows:

1. All timber included in this agreement shall remain the property of the Seller and shall not be removed until paid for in full.
2. The Seller has the authority to temporarily or permanently halt the progress of the sale if the Buyer persistently violates the agreements in the contract.
3. In a case of a dispute over the terms of this contract, the Seller and Buyer agree to accept the decision of a consulting forester that is hired on an equal basis by both the Seller and the Buyer.
4. The Buyer shall hold harmless and indemnify the Seller from any and all liability on account of any claim whatsoever, for wages, supplies, equipment, damage, and injury to persons or property arising in connection with any activity conducted or undertaken by the Buyer, Buyer's agents or employees under the terms of this contract.
5. This contract shall be interpreted in accordance with the laws of the State of Missouri.

Signed in duplicate this (Day) day of (Month), 20 (Year).

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(Witness) (Buyer)

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(Witness) (Seller)

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(Witness) (Seller)

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

On this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_ before me personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to be known to be the person(s) described in and who executed the foregoing instrument and acknowledged that \_\_\_\_\_\_ executed same as \_\_\_\_\_\_\_\_ free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at my office in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the day and year first above written.

My commission expires \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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NOTARY PUBLIC

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

On this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_ before me personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to be known to be the person(s) described in and who executed the foregoing instrument and acknowledged that \_\_\_\_\_\_ executed same as \_\_\_\_\_\_\_\_ free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at my office in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the day and year first above written.

My commission expires \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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NOTARY PUBLIC