

**SAMPLE FOREST PRODUCTS SALE AGREEMENT
FOR
PRIVATE LANDOWNERS**

STATE OF GEORGIA
COUNTY OF _____

This **AGREEMENT** is made and entered into by and between _____ of
(address) _____ hereinafter referred to as the **SELLER** and
_____ of _____ (address)
hereinafter referred to as the **BUYER**.

WITNESSETH:
ARTICLE 1. THE SELLER:

1. Agrees to sell and the **BUYER** agrees to buy all forest products of all character, living or dead, designated for harvesting by the **SELLER** or his/her **AGENT** located and in the manner as described as follows:
 - A. Location and description of sale area.

 - B. Estimated volumes and products to be harvest and removed.

 - C. Method of marking or designating forest products to be harvested and removed.

2. Guarantees that he/she has full right and authority to sell the forest products described in Par. 1 above and that such forest products are free from all liens and otherwise unencumbered.
3. Grants to the **BUYER** the right of ingress and egress across and upon the sale area and existing roads adjacent to the sale area. The **SELLER** also reserves the right to regulate ingress and egress and designate and approve the location of any new roads across and upon the sale area prior to construction of said road(s) to ensure that total road length and potential erosion and sedimentation is minimized.
4. Shall in no way assume any responsibility for damage to equipment belonging to the **BUYER** or injury to persons employed by the **BUYER** or his/her **AGENT**; said responsibility being totally assumed by the **BUYER**.
5. Has set forth that the following conditions listed in **ARTICLE II** and known as **BEST MANAGEMENT PRACTICES (BMPs)** and referenced in the Georgia Forestry Commission publication "Georgia's Best Management Practices For Forestry" apply to the sale of said forest products and will be adhered to by the **BUYER** insofar as practical and possible.

ARTICLE II. BEST MANAGEMENT PRACTICES:

1. Roads
 - A. All roads constructed and used during the extraction and transportation of forest products shall follow the contour with grades of 10 percent slope or less maintained, except where terrain or the use of existing roads requires short, steep grades necessitating the construction of water diversion measures (broad based dips, turnouts, culverts, etc.) installed at the proper intervals. (See pages 14-18 of BMP book.)
 - B. New roads will be constructed on the sides of ridges to allow for proper drainage. Roads will not be located on ridge tops.
 - C. Except at stream crossings, roads will not be constructed within _____ feet (the corresponding Streamside Management Zone (SMZ)) of any stream, pond, or lake on the property. (See Figure 2-A, page 9 of BMP book.)
 - D. All necessary stream crossings will require the use of _____ inch diameter culverts unless a bridge or ford in the creek is approved by the **SELLER** or his/her **AGENT**. (See Table 3-C, page 22 of BMP book for correct diameter culvert size.) All exposed soil at the crossings will be stabilized with any one or combination of the measures recommended on page 17 of BMP book.

- E. Under no circumstances will temporary stream crossings made of logs and brush piled in the stream and covered with soil be permitted.
 - F. All existing and newly constructed roads on and adjacent to the sale area used by the **BUYER** shall be maintained and left in a passable condition during and at time of completion of the logging operation by the **BUYER**.
2. Harvesting
- A. No forest products except those designated by the **SELLER** or his/her **AGENT** shall be harvested.
 - B. All trees cut shall be utilized within the stump height and merchantable top diameter consistent with sound forest harvesting practices.
 - C. Any and all timber not designated for removal as per **ARTICLE 1, Par. 1**, and not included in this sale but due to being unavoidably damaged or to facilitate the removal of said timber shall be paid for by the **BUYER** at the same stumpage price as the initial sale if agreed upon and marked by the **SELLER** or his/her **AGENT**.
 - D. Any and all timber removed or damaged unnecessarily as determined by **SELLER** or his/her **AGENT** shall be paid for at 3 times the stumpage price paid for the designated merchantable timber.
 - E. All logging debris (trees, tops, and limbs) if felled into streams, rivers, or lakes will be removed immediately by the **BUYER**.
 - F. Streams are not to be randomly crossed by skidders. Any necessary crossings will be by temporary culvert of appropriate diameter or other structure by the **BUYER** and approved by the **SELLER** or his/her **AGENT**. Under no conditions will crossings made from logs and brush topped with soil be permitted.
 - G. All log decks, portable sawmills, or chippers will not be allowed within _____ feet (the corresponding SMZ) of any stream, pond, or lake on the property.
 - H. Skid trails will be spread out on several paths and not concentrated. Skidding will be conducted on gradual grades instead of straight up and down slopes as much as possible. Water bars will be constructed at the proper intervals listed for percent slope (Figure 3-I, page 25 in the BMP book) by the **BUYER** when skid trails are retired at completion of logging.
 - I. All human garbage, tires, cables, used lubricants, fuels, fluids and their containers of the **BUYER** will be removed from sale area and disposed of properly by the **BUYER**.

ARTICLE III. THE BUYER AGREES:

1. That prior to execution of this agreement, provide to the **SELLER** proof of Worker's Compensation coverage for all his/her employees who will be performing the work on this forest products sale; such coverage to be maintained throughout the period of forest products harvest operations.
2. To protect unmarked and undesignated trees and areas from damage during wood operations.
3. To repair to original conditions or pay for at replacement costs any damage to fences or other improvements of the **SELLER**.
4. To reimburse the **SELLER** from the escrow account or otherwise for all costs borne by the **SELLER** in suppressing any and all fires caused by the **BUYER** or his/her **AGENT** upon lands subject to this **AGREEMENT**.
5. To indemnify, release, and hold harmless the **SELLER** and his/her **AGENT** from and against all liabilities, damages, costs, and expenses arising from, by reason of, or in connection with the **BUYER'S** operations hereunder.

ARTICLE IV. BOTH PARTIES MUTUAL AGREE:

1. The **BUYER** agrees to pay to the **SELLER** the sum of \$ _____ for all forest products designated for harvesting in **ARTICLE 1, Par. 1** of this **AGREEMENT**.
2. Payment for the forest products shall be made to the **SELLER** in the following manner: _____
3. In lieu of a performance bond, \$ _____ submitted with the bid on the forest products shall be held in an escrow account with the **SELLER** pending satisfactory completion of performance by the **BUYER** of all terms, provisions, conditions, and obligations on the part of the **BUYER** to be performed or observed in this **AGREEMENT**. The amounts so deposited shall be held to cover (a) any amounts which have become due the **SELLER** hereunder and that remain unpaid by **BUYER**; (b) the amount of any damage to forest products or property caused by failure of **BUYER** to fully observe and perform all conditions herein with respect to **BUYER'S** operation under this agreement; and (c) any costs, damages, or expenses to which the **SELLER** may be put by reason of default or breach of any terms, provisions, conditions, or obligations on the part of the **BUYER** to be performed or observed in this **AGREEMENT**. Upon written notification to the **SELLER** or his/her **AGENT** that forest products harvest has been completed, there shall be repaid to the **BUYER** any balance of said deposit remaining after **BUYER'S** obligations and performance in this **AGREEMENT** have been fulfilled.
4. The **SELLER** or his/her **AGENT** reserves the right to inspect all operations covered by this **AGREEMENT** on a periodic basis to determine whether or not the terms of this **AGREEMENT** are being carried out.

5. The **SELLER** or his/her **AGENT** reserves the right to adjust or suspend harvesting and/or hauling operations in their sole discretion when it is determined that ground conditions or harvesting practices would result in excessive damage to the road systems or forest resources. In the event of a suspension, the total term will not be shortened but rather the suspension time will be added to the **AGREEMENT** term.
6. Title to and responsibility for trees included in this **AGREEMENT** shall pass to the **BUYER** as they are severed from the stump and their removal from the property shall be the responsibility of the **BUYER**.
7. Any designated forest products, harvested or unharvested, which remain on the sale area at the date this terminates, remain the property of the **SELLER**.
8. No oral statement by any person shall be allowed to modify or change any written portion of this **AGREEMENT**.
9. This **AGREEMENT** shall not be assigned in whole or in part without the written consent of the other **PARTY**.
10. Any breach of the terms of this **AGREEMENT** shall be cause for termination.
11. This **AGREEMENT** shall terminate on the _____ day of _____, 19 _____.
12. In case of dispute over the terms of this **AGREEMENT** that cannot be satisfactorily agreed upon between the **PARTIES**, final decision shall rest with an arbitration board of three persons - one to be selected by each **PARTY** to this **AGREEMENT** and a third agreed upon by both **PARTIES**. Should the arbitration board determine a breach of the terms of this has occurred, said breach shall be cause for termination of **AGREEMENT**.

IN WITNESS WHEREOF, the **PARTIES** hereto have set their hand and seals this _____ day of _____ 19_____.

WITNESS : _____

BUYER: _____

DATE : _____

WITNESS : _____

SELLER: _____

DATE : _____