

## Contract To Remove and Deliver Forest Products

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This Contract is to remove and deliver forest products between:

xxxxx : (hereinafter "Owner")

xxxxxx. (hereinafter "Operator").

Date:

RECITALS: In consideration of the terms, covenants and conditions expressed herein, it is mutually agreed by the parties hereto as follows:

1. **Sale Area.** The boundaries of the sale area includes X acres, more or less, located in XXX County tax parcel #XXXXXX.
2. **Logging Requirements, Operational Restrictions, Damage & Penalties:** Unless otherwise specified by written agreement, harvest and logging requirements are specified in appendix A.
3. **Inspection by Operator.** Operator enters into this contract after and in reliance upon his own full and complete examination of the forest products to be removed, and not by reason of any representation as to their merchantability, specific attributes or otherwise, made by Owner.
4. **Payment.** Owner agrees to pay Operator for delivering forest products from the sale area in accordance with the terms and conditions specified in this contract in accordance with the following terms and destinations:
  - Owner will pay operator \$XXX per 1000 board feet for Douglas fir
  - Owner will pay 100% of trucking costs (including ferry charges).
  - Trucking rates will be based on a \$XX/ton to XXX Mill
  - Owner will arrange purchasing order with mills of his/her choosing.
5. **Time of Payment.** Owner agrees to pay Operator through a split at the mill/point of sale.
6. **Period of Contract.** Operator agrees that all forest products harvested in conjunction with this Contract shall be completed by (DATE), unless this contract is extended pursuant to written agreement with Owner.
7. **Fire Suppression.** Operator shall do everything in his power to prevent and to suppress forest fires on or threatening the sale area. Operator will have a water tank and/or other fire suppression equipment on-site if logging operation is scheduled between June 15<sup>th</sup> – October 15<sup>th</sup>.
8. **Sale Boundaries and Property Line Markers.** Owner certifies that all marked trees to fell and remove are within the property boundaries of the owner. Operator agrees that he has reviewed the marked trees on the ground, acknowledges their location, and agrees to confine cutting to the forest products herein conveyed within such boundaries. All legal land subdivision survey corners and witness objects are to be preserved.
9. **Compliance with Laws of the State and County.** The Operator is required and agrees to comply with all applicable rules and regulations in effect and authorized by law, and the laws of the State of Washington and King County, including but not limited to the Washington State Forest Practices Act; provided that the reforestation requirements set out in the Forest Practices Act will be performed by Owner.

10. **Responsibility for Damage.** Operator shall defend, indemnify, and hold harmless the Owner and its authorized agents, from all claims actions, costs and damages of any nature arising out of any act or omission by Operator or Operator's agents in the performance of this Contract. This obligation shall not include damages caused by the negligence of the Owner and its authorized agents. In the case of negligence by both parties, Operator shall be responsible for damage in proportion to the percentage of negligence attributable to Operator.
11. **Public Liability and Property Damage Insurance.** The Operator shall obtain and keep in force, during term of the contract, liability and property damage insurance. The policy or endorsement shall insure against all liability arising out of any act or omission of Operator or Operator's agents in connection with the performance of this contract, unless such liability or loss results solely from the negligence of Owner. The amount of coverage shall be not less than \$1,000,000.00 for bodily injury including death to anyone person, not less than \$2,000,000.00 for each occurrence, and not less than \$500,000.00 for property damage in any one occurrence. In addition, Operator shall maintain Operator's Broad Form B insurance at a minimum amount of \$2,000,000.00
12. **No Oral Warranties / Disclosures.** It is agreed that there are no understandings, agreements or representations, expressed or implied, which are not specified in this contract.
13. **Modification of Contract.** No modification, amendment, change, or alteration of this Contract shall be effective to alter the rights or obligations of the parties as expressed in this Contract, unless the same is in writing and executed by the parties thereto in the same manner as this Contract.
14. **Assignment and Subcontracting.** Operator will not assign or transfer this Contract in whole or in part, nor shall assign any monies due or to become due to him hereunder without prior written consent of the Owner.
15. **Independent Contractor.** In the performance of this Contract, the Operator is an independent contractor. Nothing herein shall be construed to authorize the Operator or his employees to act as agents, employees or joint venturers of the Owner, to authorize the Operator to obligate the Owner in any way, unless specific written permission is given.
16. **Breach of Contract.** In the event the Operator violates or breaches any term of the Contract, Owner shall have the right to suspend operations of the Operator hereunder by written notice. If such breach is not remedied within fifteen (15) days after such notice, Owner may terminate this Contract, and the Operator shall have no further rights under this Contract.

In the event either, party institutes any suit, action, or proceeding to enforce any provisions of this Contract, the prevailing party shall be entitled to all expenses, costs, and disbursements, including attorney's fees and costs arising out of or connected with such a suit, action, or proceeding.

17. **Owner's Representative.** The rights and duties of the Owner under this Contract may be exercised or discharged by (name of consulting forester).

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date first mentioned above.

\_\_\_\_\_  
Owner:

\_\_\_\_\_  
Operator:

Date:

Date:

## Appendix A: Logging Requirements

### **1. Flagging/Paint Colors:**

Pink:	Timber sale boundaries & RMZ
Blue:	Take tree
Yellow:	New roads, skid trails and/or landing

### **2. Bucking Instructions & Sorts**

#### ***Export Sort (Formark):***

#### ***RA Sawlog Sort (NW Hardwoods):***

#### ***DF Sawlog (Sierra Pacific):***

#### ***DF Sawlog (Buse):***

#### ***Pulp:***

### **3. Pulp, slash & Cleanup:**

- Leave slash scattered in forest and on skid trails.
- Clean up any slash on and around landing and redistribute into forest
- Smooth out any ruts in landing areas and major skid trails.
- Grade out road at end of operation if needed

### **5. Additional Items**

- All logging equipment entering site must be clean of dirt and debris in order to prevent the spread of invasive species.

### **6. Exceptions to Falling Marked Trees:**

- If faller determines that risk to faller or damage to structures or residual features listed below is high, faller should leave marked tree standing.
- If faller determines that a marked tree is not merchantable, it may be left standing or on ground after consulting landowner or landowner's representative.
- After consultation with landowner or landowner's representative, an unmarked tree may be substituted for any marked tree that is left standing.

### **7. Residual features to protect :** The following features must be protected to the extent possible during logging operations:

- Healthy trees, both conifer and hardwood, with crowns greater than 35% of total tree height that are not marked for harvest
- Understory regeneration: hardwood and conifer regeneration in the understory over 10' high.
- Snags: Conifer or Hardwood: 12"+ dbh

Owner may substitute any unmarked live alder that is significantly damaged by felling or equipment for a marked alder of similar volume.

Damage to more than 10% of residual features listed above will result in a penalty of \$50/item above 10%.

Damage is defined as:

- Tree: bole scar greater than the size of hard hat, a broken top at less than 80% of tree height, or breakage of more than 25% of major branches.
- Snag: more than 50% of height knocked down.

**8. Damage:** Damage to any structures from felling trees or operating equipment shall be repaired or paid for by operator – at the discretion of the landowner. Operator is not responsible for repairing damage to roads or landing area from normal wear and tear from harvesting operation.

**9. Yarding, Skid Trails & Landings:** Skid trails & landings will be agreed upon and designated by owner and operator. Unmarked trees may be removed to facilitate yarding if necessary, upon consultation with owner. Logs should be winched onto skid trails as much as possible. However, tracked machinery may travel off skid trails as necessary to yard trees, but this should be minimized and limited to 1-2 passes per site. Wheeled machinery shall remain on skid trails. Owner will be responsible for paying for any gravel necessary for access road. Operator will smooth gravel out.

**10. Soil Damage:** Operator shall take such precautions as necessary to minimize insofar as possible soil erosion and damage to the soil. Owner may suspend operations if excessive soil damage is occurring, especially during wet periods when soil is saturated and excessive damage to soils is likely.