

## TIMBER SALE CONTRACT

*Note: Seller and Buyer should initial and date each page of a multiple page contract!*

Contract entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_,  
by and between \_\_\_\_\_ of \_\_\_\_\_,  
Indiana hereinafter called the Seller, and \_\_\_\_\_  
hereinafter called the Purchaser, WITNESSETH:

1. The Seller agrees to sell and the Purchaser agrees to buy for the total sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) under the conditions set forth in this contract all the standing timber marked for cutting upon an area of approximately \_\_\_\_\_ acres in the (Subdivision) \_\_\_\_\_ of \_\_\_\_\_ Section \_\_\_\_\_ TWP \_\_\_\_\_ R \_\_\_\_\_, County, Indiana on land owned and recorded in the name of \_\_\_\_\_.

The location of the area can further be described as follows:

\_\_\_\_\_.

The Purchaser further agrees to pay to the Seller the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) payment to be made in accordance with the following schedule:

\_\_\_\_\_  
\_\_\_\_\_.

The Purchaser further agrees to post a performance bond of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) with \_\_\_\_\_.

2. The Seller further agrees to dispose of the timber conveyed in this contract in strict accordance with the following conditions:

- a. All trees to be included in this sale will be marked as follows:

\_\_\_\_\_  
\_\_\_\_\_.

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- b. No concurrent contract involving the area or period covered in this contract has been or will be entered into by the Seller without the written consent of the Purchaser.
  - c. The Purchaser and his/her employees shall have access to the area at all reasonable times and seasons for the purpose of carrying out the terms of this contract.
  - d. The Seller covenants that he is the lawful owner of the above timber and that no indebtedness or encumbrance exists against the same.
  - e. Other Conditions: (examples – stoppage for wet weather, protection of adjoining agricultural crops, hunting season, etc.)
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- 3. The Purchaser further agrees to cut and remove the timber conveyed in the contract in strict accordance with the following conditions:
  - a. Unless and extension of time is agreed upon in writing between the Seller and Purchaser, all timber shall be paid for, cut and removed on or before and not later than the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, and any material no so removed shall revert to the Seller.
  - b. Only marked trees may be cut, but the Purchaser shall retain the right to leave standing such marked trees as he/she may consider not containing merchantable material worth removing from the area.
  - c. Unmarked trees and young timber shall be protected against unnecessary injury from gelling and logging operations.
  - d. Necessary logging roads shall be cleared by the Purchaser only after their locations have been definitely agreed upon with the Seller or his/her representative.
  - e. During the life of this contract and on the area covered, care shall be exercised by the Purchaser and his employees against the starting and spread of fire and they shall take reasonable precautions to prevent and control fires.

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- f. Fences damaged or destroyed by the Purchaser in the logging or removal of timber included in this contract shall be repaired or replaced by the Purchaser to the condition existing at the time the logging begins.
- g. Any liability for damage, destruction, or restoration of private or public improvements occasioned by or in the exercise of this contract shall be the sole responsibility of the Purchaser.
- h. Other conditions: Examples would be the following:
  - All marked trees will be felled.
  - Tops of trees marked for sale are property of Seller/Purchaser.
  - All litter/garbage created by loggers is the responsibility of the purchaser and is to be picked up weekly.
  - Specifically identified plantings, streams, special trees, wildlife areas, etc. are to be avoided by the logger.
  - All main logging roads and skid trails will be graded and water barred before termination of this contract.
- 4. The Purchaser hereby agrees to protect, indemnify, and save harmless the Seller from any and all liability for personal injuries, death and/or property damage suffered or incurred by any person in connection with the Purchaser's performance of this contract. The Purchaser also agrees to furnish insurance of the following types and amounts: (examples – liability & workmen's compensation)

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- 5. Seller and purchaser mutually agree as follows:
  - a. All modifications of this contract will be reduced to writing, dated, signed, and witnessed, and will be attached to this contract.
  - b. Resale of any portion of the standing timber conveyed by this contract will not release the Purchaser from all the terms of this contract unless the Seller signs a written release.
  - c. The total number of trees conveyed is \_\_\_\_\_, composed as follows: \_\_\_\_\_.

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- d. In case of dispute over the terms of this contract, final decision shall rest with a reputable person to be mutually agreed upon by parties to this contract, and in case of further disagreement, with an arbitration board of three persons, one to be selected by each party to this contact and the third to be selected by the other two.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

(Purchaser)

\_\_\_\_\_

\_\_\_\_\_  
(Licensed Timber Buyers Number)

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

(Seller)

\_\_\_\_\_