

STATE OF ARKANSAS

COUNTY OF _____

FOREST PRODUCTS SALE AGREEMENT

This agreement is made and entered into by and between _____ of _____ hereinafter called the Seller, and _____ of _____ hereinafter called the Buyer.

Article 1. The Buyer agrees to buy from the Seller, and the Seller agrees to sell to the Buyer, upon the terms and conditions hereinafter stated:

This sale area is located on lands of _____ in the county of _____, and State of _____ from which the Seller is empowered to cut or sell forest products. Legal description of the tract is as follows:

Article 2. The Buyer agrees to pay to the Seller the sum of _____ (\$ _____) Dollars or per unit as follows for the privilege of cutting and removing the forest products described in Article 1. _____

Payment shall be made _____

Article 3. The Buyer further agrees to cut and remove the above described forest products in accordance with the following conditions:

1. No trees shall be cut except those that have been marked (base mark to remain) or designated as follows:

2. Merchantable trees not included in this sale, if cut or unnecessarily destroyed, shall be paid for at the rate of _____ times per unit amount in Article 2.
3. Trees not included in this sale, regardless of size or species, shall be protected against injury during cutting, skidding, loading and hauling operations. Roads and log decks shall be located, insofar as possible, to avoid damage to fields, and to minimize erosion and environmental damage.
4. The Buyer assumes responsibility for the suppression of and damage resulting from all fire caused by him and/or his agents or employees.
5. The Buyer agrees to repair at his own expense damage caused by his operations to roads, gates, fences, ditches, bridges, culverts and buildings, to pay for any crop losses caused by his operation, and to remove logging debris from existing roads, drainage ditches, natural streams, ponds, boundary lines, and fields. Fields damaged by Buyer's activities shall be restored to their original condition.

6. The Buyer agrees to comply with current Forestry Best Management Practices (BMP's) during logging operations. (See attached for specific requirements.)
7. Buyer shall not commit or permit any unlawful acts, activities, or nuisances on the property, nor commit any waste thereon.
8. The Buyer shall notify the Seller or his Agent(s) before harvest operations begin.

Article 4. It is mutually understood and agreed by and between the parties hereto as follows:

1. This agreement shall terminate _____.
2. This agreement shall not be assigned in whole or in part without the written consent of the other party hereto.
3. Title to and responsibility for the above mentioned trees shall pass to the Buyer upon receipt of payment by the Seller or his Agent(s) for same or upon the harvesting of said trees, whichever occurs first; however, when trees are harvested prior to the Seller or his Agent(s) receiving payment for said trees, the Seller retains and the Buyer grants a Vendor's Lien on such trees until paid in full.
4. Any trees included in this sale which are uncut and any cut forest products which are not removed at the date this agreement terminates, remain and become the property of the Seller.
5. The Buyer and his Agent(s) shall have normal access on and across the property for the purpose of conducting cutting operations during the time limit stated in this agreement.
6. The Seller and his Agent(s) reserve the right of checking cutting operations at any time to determine whether or not the provisions on this agreement are being carried out.
7. The Seller will not be liable for any damage or loss to property or equipment in use on his property or stored on his property by the Buyer or used in connection with the transportation of these forest products.
8. The Seller disclaims all responsibility of any and all damage to the property of a third party resulting in any way from the harvesting and/or removal of the trees sold to the Buyer, including, but not limited to, property such as power lines, telephone lines, water lines.
9. The Seller agrees that he will promptly pay all taxes now due and any that may become due on this land, satisfy all liens or encumbrances on the premises or timber and defend and warrant title to the premises or timber in protection of the Buyer against anyone claiming some or any part thereof.
10. This agreement shall be binding upon the heirs, administrators, executors, successors, or assigns of both parties.
11. Special Provisions _____

In witness whereof the parties hereto have set their hands and seal:

Witness _____ Buyer _____ (L.S.)

Date _____

Witness _____ Seller _____ (L.S.)

Date _____

BEST MANAGEMENT PRACTICES TO BE FOLLOWED DURING LOGGING OPERATIONS

(List specific instructions for practices that apply)

1. Road Construction
2. Stream Crossing
3. Streamside Management Zones
4. Wet Weather or Seasonal Restrictions
5. Log Deck Location & Layout