

Timber Sale Agreement

between an Illinois Forest Landowner(s) and an Illinois Licensed Timber Buyer

I. RECITALS:

This Timber Sale Agreement is voluntarily executed on this ____ day the month of _____, 20__ by and between _____ of address, city, state and zip code _____, and having phone number of (____)_____, hereinafter called the "Seller", and _____ of address, city, state and zip code _____, and having phone number of (____)_____, hereinafter called the "Buyer" Pursuant to the terms and conditions of this timber sale agreement, Buyer, having Illinois License #TB_____, agrees to purchase from Seller, and intends to harvest, designated or specified trees from Seller's property.

II. LOCATION OF SELLER'S FOREST & LAND:

Seller(s) represents that they are the rightful sole owner of the land, or have exclusive authority to sell the timber from real estate specifically located in _____ Township, _____ County, State of Illinois described as _____ Quarter of Section ____ of Township ____; Range ____.

1. This land is further described by its rural property address (if any) _____ ; and as shown on the attached property map and/or drawing as page 5 of this agreement.
2. The timber sale area and/or property lines, as designated on attached timber sale map, are evidenced on the ground with/as

_____.

____ , ____ (initial Seller, Buyer)

III. TIMBER TREES MARKED OR DESIGNATED FOR CUTTING:

Buyer understands and agrees only designated trees specifically described below may be cut. Buyer is to cut the following trees and remove logs pursuant to the terms of this agreement.

- The _____ individual trees marked by the Seller or Seller's agent with _____ colored paint on the stump *and* with _____ colored paint on the primary trunk **may be cut / must be cut (circle one)** and felled.

____ , ____ (initial Seller, Buyer)

- These trees (**if any**), as specifically described, detailed or designated by condition, type, size, species and/or numbers in writing on the lines below **may be cut / must be cut (circle one)** and felled:

_____.

____ , ____ (initial Seller, Buyer)

IV. PAYMENT AND TIMING:

Buyer and Seller agree to the following terms and conditions:

1. The Buyer hereby agrees to pay Seller the total sum of \$_____ dollars, as a full price for said timber, as follows:
 - a. Initial portion of the agreed sum as “down-payment” in the amount of \$_____ dollars must be paid in full at the signing of this contract.
 - b. The balance of the agreed sum in the amount of \$_____ dollars must be paid on or before the ____ day of _____, 20__ or before any harvest operations or cutting begins, whichever occurs first.
 - c. Buyer may pay entire agreed full price sum at the signing of contract, at the Buyer’s option.
 - d. A four percent (4%) harvest fee will be deducted from full payment(s) for the timber and forwarded by the Buyer to the Illinois DNR as required by Illinois’ Timber Buyer Licensing Act.
2. The length of this timber sale agreement is ____ year(s). Any extensions require a new contract.
 - a. All marked and/or designated trees shall be cut, hauled and removed from the Seller’s property, including from loading and landing areas, on or before the ____ day of _____, 20__.
 - b. Trees not cut or tree logs or parts not removed, and other permissions in this agreement, shall revert to the property of the Seller when agreement expires, unless agreed otherwise in writing.

V. HARVEST AND REMOVAL OF TREES MARKED AND/OR DESIGNATED:

1. Buyer agrees to the following:

- a. Only trees marked or specifically designated and described by Seller, or Seller’s agent, will be cut.
- b. Stumps of cut trees must measure less than 14 inches in height, as measured on the uphill side.
- c. Seller makes no warranties or representation regarding the ultimate quality, quantity, and/or value of the trees or timber products in this agreement or in other estimates.
- d. Any liability for injury or damage suffered or sustained by any person or to anyone’s property caused, or in any way arising out of the Buyer’s performances of this agreement, shall be a risk assumed and borne by the Buyer. Buyer hereby further agrees to hold harmless the Seller from any such liability.
- e. The Buyer shall maintain \$1,000,000 General Liability Insurance covering all individuals involved with tree cutting or timber removal on Seller’s property and, as applicable by law, any required Workman’s Compensation for employees.
- f. The Buyer will maintain condition of and repair damage caused by logging operations to Sellers forestland and access including streams, ditches, fences, bridges, roads, trails, buildings, or other improvements.
- g. To assure due diligence in preventing the introduction of weeds and other invasive and/or exotic plants or seed by making every reasonable attempt to clean equipment, tools, clothing and vehicles that are brought on site to be free of excess mud, dirt, seed or other potential contaminants.
- h. Damage to fences actively used by Seller or adjoining neighbors will be repaired immediately using like materials.
- i. Harvest area access roads, primary skid trails, firebreaks, established paths, streams, or fields of the Seller or adjacent properties must be kept clear of logs, tree or wood debris, tree tops, ruts and other obstructions or such obstructions will be promptly cleared.
- j. All logging operations should be restricted to only dry or frozen conditions that limit damage to the ground from operations and vehicles.
- k. All tops of felled trees remain the property *of the Seller /of the Buyer (circle one)*.

____, ____ (initial Seller, Buyer)

- l. Tops of cut trees are to be left in-place, or processed in-place, on-site where the tree was felled unless that top is obstructing a road, trail, path, stream, field or is on neighboring property.
- m. Ruts created in the natural forest and skip paths will be repaired as work progresses. All ruts 18+ inches deep and longer than 16.5 feet, 12+ inches deep and longer than 33 feet and/or 6+ inches deep and longer than 66 feet must be filled to grade, re-graded or repaired.
- n. To follow and meet all standards and practices of *“Illinois Forestry Best Management Practices” for Water Quality* (BMPs) as applicable to this harvest area and access including stream crossings and including the installation of water bars on skid trails.
- o. All stream crossing locations are to be approved by the Seller, or Seller’s agent. Proper BMP stream crossing methods and measures are to be installed or applied.
- p. Trees designated as “must cut” will be safely felled to the ground regardless of their log utilization unless it is impossible to do so without significantly damaging other high-quality trees.
- q. To eliminate or mitigate any hazards that become present or have been created from felling, bucking or hauling trees and logs such as partially felled trees, hanging trees, hung large branches, broken trees, or similar tree risks, by the close of each work day or immediately notify the Seller.
- r. Minimize and avoid damage to sapling, pole and small-diameter young trees of desirable timber species.
- s. To make every reasonable effort and assurance to not damage merchantable trees or residual timber of any species that are not designated for cutting.
- t. To pay Seller \$200 per tree for significantly damaging an undesignated merchantable tree measuring 12 inches or larger in diameter as measured at breast height. Significant damage threshold is a basal or bole bark injury having greater than 400 square inches of broken or removed bark or a broken crown injury exceeding 1/2 of the tree crowns size and mass or greater. Buyer may not cut, fell or remove damaged trees unless they are a hazard as per section V.1.q. of this agreement.
- u. To pay Seller triple the actual appraised cash market value for each undesignated merchantable tree cut if measuring 12 inches or larger in diameter as measured at breast height or, if the tree was removed; 16 inches in diameter or larger as measured at the stump height. Seller’s agent, or similarly qualified appraiser or forester, will determine market value.
- v. Upon conclusion of felling and hauling timber:
 - a. Landing, loading areas, primary skid trails and roads must be clear of logging and tree debris then smoothed, and/or graded according to Illinois Forestry BMPs including water bars as necessary, as to be drivable/passable with standard pick-up truck or small tractor.
 - b. Landing, loading areas, primary skid trails and roads will be sown with a Seller-approved, non-invasive grass, cereal grain or vegetative cover seed or seed mix where agreed to be necessary.
- w. To assure daily operations fall within reasonable and typical business hours, during daylight hours, or as otherwise approved by the Seller.
- x. To allow and cooperate with Seller, or Seller’s agent(s), in their monitoring and inspecting the operation at any time to determine whether the provisions of this agreement are being met.

2. Seller(s) agrees to the following:

- a. To guarantee title to the trees and products covered by this agreement and to defend it against all claims at his/her expense.
- b. That no other contracts involving timber or forest products have been or will be entered by the Seller without written consent of the Buyer for the length of this agreement period.
- c. Unless otherwise specified herein, the Seller allows Buyer access to the timber and trees within the herein described property only for purposes of fulfilling this agreement.

3. Buyer and Seller mutually agree to the following:

- a. This 5-page document of 4 text pages and one map contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed.
- b. All modifications to this agreement must clearly reference this agreement, be in writing, dated and signed by all parties.
- c. In the event Buyer will utilize an adjoining property for access or operations it is Buyer’s sole responsibility to obtain permission from adjoining landowner and assume liability for damage to adjoining land.
- d. All necessary road and transportation related permits (if any) are the responsibility of Buyer.
- e. Buyer will notify Seller in advance at least 48 hours prior to beginning any harvest operations.
- f. Buyer will notify Seller upon completion of the harvest operations and other provisions of this agreement.
- g. Buyer shall have no further claim to designated and/or cut trees, timber and forest products following the Buyer’s notice to Seller of completion of harvest operations.
- h. Regardless of amount of timber or logs ultimately cut or utilized, Buyer remains responsible for repairs and obligations to sites and access affected by Buyer’s harvest activities.
- i. Buyer agrees to indemnify and hold harmless the Seller of any liability arising from performances, actions and responsibilities of Buyer pursuant to this timber sale agreement and harvest.
- j. Buyer may not assign this contractual agreement, in whole or in part, to other parties without explicit understanding and written consent of Seller.
- k. Failure by either Buyer or Seller to perform duties and obligations will only be excused by unforeseeable circumstances beyond any party’s reasonable control making performance impossible, and not due to negligence of any party, including acts of nature, acts of war, terrorism, riots, explosion and governmental prohibition. Such declaration of impossibility of performance made by any party would be subject to judicial ruling.

VI. WITNESS THE FOLLOWING SIGNATURES and STATEMENT:

This contract shall be binding upon heirs, successors, and assigns of the agreeing parties here:

SELLER(S):

_____ Date _____
 Signature

 Printed name

_____ Date _____
 Signature

 Printed name

BUYER:

_____ Date _____
 Signature

 Printed name