

Twin Forest Products, LLC
306 South Road
Marathon, WI 54448
715-443-2700
John Lawrence and Jeff Lawrence

TIMBER SALE CONTRACT

This contract is made between _____ (the seller) and Twin Forest Products, LLC (the purchaser).

The seller hereby authorizes the purchaser to enter upon the following described land for the purpose of cutting and removing all timber marked or designated by Twin Forest Products and agreed upon by the seller.

Land Description: _____

Forester and agents for this sale are: Twin Forest Products, LLC, John Lawrence

CONTRACT PERIOD AND TERMINATION

1. The purchaser shall cut and remove all timber marked and agreed upon at the signing of this contract by both parties. Cutting shall commence at the purchasers desire, but no sooner than a contract has been signed, and must be completed by _____. Proof of Workers compensation and general liability insurance will be provided upon the seller's request.
2. The seller shall notify the purchaser of any breach of contract, at which time all operations shall cease. Upon such notification, no cutting or removal of products will be allowed without written consent from the seller. Time is of the essence, and all disputes must be settled immediately between the seller and the purchaser, or by an arbitration board if either party requests one within 6-days of becoming aware of such a dispute. The board will consist of three members, one chosen by the seller, one chosen by the purchaser, and one chosen by the other two members. Decisions by this board will be final. The cost of arbitration will be covered solely by the party requesting arbitration.
3. Ground shall be dry or frozen when harvesting takes place. Extreme care will be taken by the purchaser to minimize damage to unmarked trees, though it must be realized that this is not always avoidable. Hauling must take place when ground is dry or frozen to prevent rutting. All roads will be cleared of slash, and be returned to their preexisting condition or better.

PAYMENTS

1. The purchaser agrees to pay the seller on a scaled sale basis. Prices for timber are as follows; for Aspen Bolts the price will be ____; for all Aspen Pulp the price will be ____; for Balsam and White Pine Pulp the price will be ____; for Red Pine Bolts the price will be ____; and for Red Pine Pulp the price will be _____. Payments will be made according to mill scale tickets and will be provided to the seller upon request.
2. A down payment of _____ will be given upon signing of this contract and will be applied to the final payment for timber.

UTILIZATION

1. Timber growth, whether mature or not, may not be damaged due to carelessness or unnecessary use of equipment.
2. The purchaser guarantees minimal waste, and use of all marked timber with a minimum diameter of 4" when a straight piece can be cut 100" long.
3. The purchaser must be allowed reasonable access to property.

GENERAL

1. The purchaser agrees to protect the seller from any claims, demands, suits, liability, or expense incurred by the purchaser, by reason of loss or damage to any property or injury to any person, as a direct result of timbering operations occurring on seller's property. The purchaser agrees to provide the seller with a certificate of insurance listing current coverage under the Workman's Compensation Law and Liability insurance for the period of logging on the seller's property, upon request.
2. The purchaser is an independent contractor and agrees to uphold the provisions for this contract. All work must be completed in the scheduled time, unless an extension is permitted by the seller. The seller reserves the right only to inspect operations, not to supervise or determine work schedule. Twin Forest Products, LLC reserves the right to oversee all operations and agrees to uphold to the fullest extent, the provisions of this contract.
3. Upon fulfillment of this contract, the purchaser will inform the seller that work has been completed and all payments have been made to the seller. After such date, the seller regains title to all remaining timber, and the purchaser accepts no further liability for damages occurring after such time.

DATE _____

SELLER _____

DATE _____

PURCHASER _____