



Timber Harvesting Agreement

This agreement is made this _____ day of _____, 20_____, by and between _____, hereinafter called the Landowner(s), and _____, hereinafter called the Master Logger.

Article I:

1. The Master Logger agrees to harvest, upon the terms and conditions hereinafter stated, all the merchantable timber which has been marked or otherwise designated by the landowner or his agent on the _____ lot in the Township _____, Range _____, and Section _____. In, or near, the Town of _____, County of _____, State of _____. As corresponding with ownership plat map of proposed sale area, this shall be included as documentation in this agreement.

Seller obligations

2. The Seller(s) stipulates that he/she (they) is (are) the sole owner(s) of the said tract of land, have clear title, and has the full right and power to dispose of the timber in the manner specified herein.
3. The landowner(s) further agree(s) to allow the Master Logger and employees to enter upon the above described premises with his equipment for the purpose of cutting and removing such timber as is included in the terms of this contract.
4. This agreement shall not be assigned in whole or in part without the written consent of the landowner(s).
5. The landowner(s) shall not be liable for fire losses or accident which may occur in connection with prosecution of the work done by the Master Logger or their employees.
6. All timber included in this agreement shall remain the property of the landowner(s) until paid for in full. All operations, including removal of the cut timber, may be suspended by either party if conditions of this agreement are violated. Continued violation of the terms of this agreement shall be sufficient cause for its termination.
7. Marking Property Lines: The landowner will be responsible for establishing and clearly marking property lines.
8. The Seller or Forester in charge may temporary terminate hauling and/or skidding during periods of wet soil conditions should these operations be causing or likely to cause damage beyond normal wear and tear to the roads and trails. The number of working days that the Master Logger's operations are terminated for this reason shall be added to the term of this contract upon request of the Master Logger.
 - a. The Seller(s) will grant an extension of this contract for circumstances (e.g. wet weather) that may prevent completion of the harvest by the termination date.

- b. The Seller(s) may reserve unto him/herself or duly authorized agent the right to suspend logging operations if, in their opinion ground conditions are too wet to be operating on.

Master Logger obligations

- 9. The Master Logger further agrees to cut and remove the timber in accordance with the following conditions:
 - a. Harvesting will begin no sooner than _____. Unless an extension is given in writing, all timber shall be cut, removed, and paid for by _____.
 - b. The Harvest Plan details the area of the harvest and the trees to be cut, and other conditions and stipulations affecting the operation. The Harvest Plan is attached to this agreement.
 - c. Access for trucks and other harvesting equipment shall be on land owned by the landowner(s), unless other arrangements are made as follows: _____ As applicable, the Master Logger agrees to abide by the terms, rules, and regulations governing the landowner(s) right of access.
 - d. All harvested trees shall be utilized to the fullest extent for commercial products, according to published specifications of the chosen markets, unless specified otherwise as follows: _____
 - e. Stump heights shall not exceed _____. Extreme care shall be taken to protect all trees that are not designated for cutting to prevent damage to them in felling and yarding the designated trees.
 - f. Care shall be taken at all times by the Master Logger to prevent the starting and spread of fire.
 - g. In the event any fences/gates are damaged or destroyed by the Master Logger, such fences/gates shall be repaired or replaced by the Master Logger to the condition existing at the time prior to such damage or destruction.
 - h. The Master Logger and any contractor acting under contract with the Master Logger who enters upon the premises shall carry public liability, bodily injury, property damage, and automobile liability insurance while operating on the landowner's property, in amounts adequate to protect the landowner(s) against any such claims; and the Master Logger must carry worker's compensation insurance if state law requires the Master Logger to purchase it. The Master Logger and any such contractor hereby agree to indemnify and hold harmless the landowner(s) against any claims under any worker's compensation act and against any other claims for personal injury or death, which may arise from operations under this agreement.

The Master Logger will not hire any employees to assist in the wood harvesting without first providing the required certificate of insurance to the landowner.

- i. Special provisions of this contract: (may incorporate attached pages) _____

- j. Master Logger must notify the Seller(s) or their Agent prior to the start of harvesting activities.
- k. This contract is not assignable by the Master Logger, and the Master Logger agrees not to assign it, in whole or in part, without consent of the Seller(s).
- l. Any liability for damage, destruction, or restoration of private or public improvements occasioned by or in the exercise of this contract, such as felling of debris onto power lines that supply multiple users, shall be the sole responsibility of the Master Logger.

Mutual Seller and Mater Logger Obligations

- 10. The landowner(s) and the Master Logger will comply with any and all applicable laws.
- 11. All modifications of this contract must be reduced to writing, dated, signed, witnessed and attached to this contract before becoming effective.
- 12. In case of dispute over the terms of this contract, final decision shall rest with an arbitration board comprised of three persons, one to be selected by each party to this contract and the third to be selected by the other two board members.
- 13. The Master Logger shall take all necessary steps to avoid damage to crops or interference with farming operations. Any crop damage shall be reimbursed at fair market value.

Article II

- 1. The Master Logger agrees to pay the landowner(s) for the said timber as follows: _____

Article III The following conditions known as Best Management Practices and referenced in the Missouri Conservation Department publication “Missouri Watershed Protection Practices” apply to the sale of said forest products and will be adhered to by the Master Logger:

- 1. All roads constructed and used during the cutting and transportation of forest products shall follow the contour with slope grades of 8 percent or less maintained, except where terrain or the use of existing

roads requires short, steep grades necessitating the construction of water diversion measures (water bars, broad-based dips, turnouts, culverts) effectively installed at the proper intervals.

2. New roads will be constructed to allow for proper drainage.
3. Except at stream crossings, roads will not be constructed within ____ feet (the corresponding Streamside Management Zone (SMZ)) of any stream, pond or lake on the property.
4. All exposed soil at stream crossings will be stabilized with gravel, grass and mulch, or silt fences to prevent erosion and sedimentation.
5. Under no circumstances will temporary stream crossings made of logs and brush piled in the stream and covered with soil be permitted.
6. Wheeled and tracked equipment are not allowed within ____ feet (the SMZ) of any stream, pond or lake on the property. Trees marked for cutting within the SMZ should be chainsaw felled and cable winched out.
7. Log decks, portable sawmills or chippers are not allowed within ____ feet (the SMZ) of any stream, pond or lake on the property, or within power line and gas line right-of-ways.
8. All roads on and adjacent to the sale area used by the Master Logger shall be reshaped, seeded and mulched, and have water diversion structures installed upon completion of the sale as prescribed in "Missouri Watershed Protection Practices."
9. All human garbage, tires, cables, used lubricants, fuels, fluids and containers used by the Master Logger shall be removed from the sale area and disposed of properly by the Master Logger.

Witness

Landowner(s)

Master Logger