

# Sample Master Logger Timber Sale Contract

## THIS CONTRACT IS BY AND BETWEEN

**The Seller**

**The Master Logger:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

The Seller agrees that the Master Logger can enter the lands described below with logging equipment in order to cut and remove the timber that is designated for removal under this contract. The land description is as follows:

County: \_\_\_\_\_

Town Name: \_\_\_\_\_

Town: \_\_\_\_\_ N      Range: \_\_\_\_\_      Section: \_\_\_\_\_      Legal Description: \_\_\_\_\_  
Town: \_\_\_\_\_ N      Range: \_\_\_\_\_      Section: \_\_\_\_\_      Legal Description: \_\_\_\_\_

The Harvest Plan, attached to and made a part of this Contract gives a more complete description of the harvest site.

### **A. CONTRACT PERFORMANCE, PERIOD, EXTENSIONS AND TERMINATION**

1. Harvesting shall be completed no later than \_\_\_\_\_ unless the Seller extends the date in writing.
2. Either party may suspend harvest operations if conditions of the contract are being violated upon notice to the other. Continued violation of contract terms can be considered grounds for termination of the contract.
3. If the contract is terminated, the Master Logger shall be given reasonable time to remove all cut wood products that have been paid for and all equipment from the Seller's property.

### **B. DAMAGES AND REMEDIES**

1. The Seller shall notify the Master Logger in writing of the nature, extent, and amount of any damages that may have occurred as a result of the Master Logger's operations under this contract.
2. The Seller shall give the Master Logger a reasonable amount of time to repair those damages.
3. The Seller shall provide the Master Logger with a written itemized bill for any damages that have monetary value and cannot be repaired.
4. If the Seller is not satisfied with compensation for damages, or if timber or other forest products are cut or removed by the Master Logger that were not designated in this contract, the Seller may pursue any and all remedies for those values, costs, or damages.
5. In case of dispute over the terms of this contract, the final decision shall rest with an arbitration board of three persons; one to be selected by each party to this contract and a third to be selected by agreement of both parties.
6. Other \_\_\_\_\_

### **C. PRODUCTS TO BE REMOVED**

1. Title to stumpage remains with the Seller until payment is received.
2. The Seller shall designate the timber to be sold.
3. Details of the area of the harvest and the trees to be cut, and other conditions and stipulations affecting the operation are found in the Harvest Plan, which is attached to and made part of this contract.

### **D. SALE TYPE, SCALING, HAULING, AND PAYMENTS**

1. This sale is the following type: (strike out those that do not apply)
  - a) Lump sum sale (Full payment in advance, or in partial payments as the sale proceeds)
  - b) Scaled products sale, flat rate (Price per unit at a flat rate based on scale at landing)
  - c) Scaled products by grade (Price per unit by volume and grade, scale at landing)
  - d) Mill scale (Payment based on products scaled by the mill at a mill yard)

2. The Master Logger agrees to pay the Seller for the designated timber at the following rates:

Species /Unit/Grade	Price per Unit

3. A standard pulpwood cord is a measure of roundwood that is carefully piled to minimize air space between logs, that measures 4 feet high, 4 feet wide, and 96 to 100 inches long. Peeled cordwood, chips and weight-scaled cordwood shall be converted to standard cords using the Wisconsin DNR conversion specifications published in Chapter NR 46.30(1) c and e of the Wisconsin Administrative Code.
4. Payment shall be made according to the following schedule: \_\_\_\_\_
5. For scaled sales, The Master Logger agrees to provide scale slips to the Seller at the time of payment unless otherwise specified.
6. Prices shall remain unchanged during the term of the contract. Prices may be renegotiated for extensions agreed upon by the parties, and shall be stated in writing in the written extension.

**E. UTILIZATION AND OPERATIONS**

1. Stumps shall be cut as low as practical for the terrain and conditions. In general, stump heights shall not exceed stump diameter.
2. High stumps from cutting multiple-stemmed trees shall be re-cut to the specifications noted in E.1 (above).
3. Extreme care shall be taken to protect all trees that are not designated for cutting in order to prevent damage to them in felling and yarding the designated trees.
4. All harvested trees shall be utilized to the fullest extent for commercial products according to commonly accepted standards, unless specified otherwise, as follows:
- a) Pulpwood: All trees that contain one or more 96 to 100-inch sticks to a minimum top diameter of four inches that conforms to current market conditions.
  - b) Sawlogs: All trees that contain one or more logs that are 8 feet-6 inches in length and are suitable for sawlog material. Minimum top diameter of sawlogs shall conform to the current market conditions.
  - c) Other specifications: \_\_\_\_\_
5. Slash shall not exceed 48 inches in height unless otherwise specified. Along public access roads and trails slash shall not exceed 24 inches in height unless otherwise specified.
6. The Master Logger agrees to comply with all State Laws regarding damage to survey monuments and landmarks, slash disposal, prevention of fires and liability for fire suppression costs, litter control, spillage of petroleum products and hazardous substances, and any other laws or regulations that apply.
7. The Master Logger shall comply with Wisconsin Best Management Practices for Water Quality.
8. Other pertinent details on harvest operations are found in the Harvest Plan and are binding.

**E. NOTICE OF INTENT TO CUT AND COMPLIANCE WITH LAWS**

1. The Seller / Master Logger (Strike out one) agrees to and shall be responsible for filing a cutting notice with the clerk of the county in which the cutting is located (Chapter 26.03, Wis. Stats.).
2. The Seller shall be responsible for filing cutting notices and reports with the Department of Natural Resources for lands enrolled in the Wisconsin Forest Crop Law and Managed Forest Law programs.

**F. TITLE, BOUNDARY LINES, AND ACCESS**

1. The Seller guarantees title to the timber and has the full right and power to dispose of the timber in the manner specified herein.
2. The Seller is responsible for establishing and clearly marking property lines unless otherwise agreed in writing.
3. Access for trucks and other harvesting equipment shall be arranged by the Seller across land owned by the Seller, or via land owned by a third party if necessary, as addressed in the Harvest Plan.

**G. LIABILITY AND INSURANCE**

1. The Master Logger agrees to protect, indemnify and save harmless the Seller, and the Seller’s employees and agents from and against all causes of action, claims, demands, suits, liability or expense by reason of loss or damage to any property or bodily injury to any person, including death, as a direct or indirect result of timbering operations under

this contract, or in connection with any action or omission of the Master Logger, who shall defend the Seller in any cause of action or claim.

2. Unless the Master Logger is exempted by the Seller from this coverage requirement as an independent contractor, as defined in S 102.07(8)(b), Stats., and as determined by the Seller based on an affidavit submitted to it, the Master Logger agrees to elect to maintain worker's compensation insurance coverage for the cutting operation under this contract, and any and all employees engaged in cutting on the Seller's land during the period of this contract regardless of any exemptions from coverage under Chapter 102, Wis. Stats. The Master Logger agrees to provide an original certificate of insurance naming the Seller as a certificate holder so the insurance carrier can notify the Seller should the insurance expire.
3. The Master Logger agrees to furnish the Seller with a certificate of public liability insurance covering the period of logging operations on the Seller's property for single limit liability, personal injury, bodily injury per person, and property damage.

**H. GENERAL**

1. The Master Logger is an independent contractor for all purposes, including Workers Compensation. The Master Logger is not an employee of the Seller and has sole control over the method, hours worked, time, and manner of any timber cutting to be performed hereunder.
2. The Seller reserves the right to inspect the job site solely to observe progress of cutting to determine if it is in compliance with the contract.
3. This contract or work under it may not be assigned or subcontracted in part or in whole without prior written approval from the Seller.
4. This contract, together with any referenced parts or attachments, shall constitute the entire agreement. Any amendments to this contract shall be in writing, signed and dated by both parties.
5. Neither party shall be liable for defaults or delays due to acts of God or the public enemy.
6. The Seller understands that he or she may be contacted by a representative of the Master Logger Certification program requesting access to this property so that certified audit teams from the MLC program can inspect and audit the performance of the Master Logger during active sale operations or within two years after the sale has been completed.

**We have read and understand this entire Contract, including the attached Harvest Plan that is attached to and made part of part of this contract.**

**The Seller**

**The Master Logger:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

## Sample Master Logger Timber Sale Contract Amendment

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The following amendment to the timber sale contract dated \_\_\_\_\_ on the following legal description T: \_\_\_\_\_ R: \_\_\_\_\_ S: \_\_\_\_\_ between \_\_\_\_\_, herein referred to as the seller and \_\_\_\_\_, herein referred to as the buyer, has been mutually agreed to by both parties.

The amendment(s) is: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

which replaces the language in section \_\_\_\_\_ of the original contract. This in no way affects any other part of the contract that that which is specifically mentioned above.

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date