

TIMBER SALE AGREEMENT

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This Timber Sale Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[SELLER LEGAL NAME], of [SELLER ADDRESS] ("Seller" or "Landowner"); and

[BUYER LEGAL NAME], of [BUYER ADDRESS] ("Buyer" or "Purchaser").

Seller and Buyer are each a "**Party**" and together the "**Parties**."

Recitals. Seller owns timberland and the standing timber growing on it and wishes to sell certain standing timber to Buyer. Buyer is engaged in the business of harvesting and marketing timber and wishes to purchase, cut, and remove that timber on the terms below. The Parties intend that Buyer harvest only the timber identified for sale, in compliance with applicable forestry and environmental law, and that the land be left in the condition required by this Agreement. In consideration of the mutual promises below, the Parties agree as follows.

1. Sale and Description of Timber

1.1 Premises. The timber is located on the land described as [LEGAL DESCRIPTION OR ACREAGE, COUNTY, STATE], consisting of approximately [NUMBER] acres (the "**Premises**"), with the harvest area shown or marked as described in **Exhibit A**.

1.2 Timber sold. Seller sells to Buyer the standing timber on the Premises that is [marked with [COLOR] paint / within the boundaries shown in Exhibit A / of the species and minimum diameter stated below] (the "**Timber**"). Only Timber so designated may be cut. Timber not designated remains Seller's property.

1.3 Type of sale. This is a [lump-sum sale / pay-as-cut (per-unit) sale]. In a lump-sum sale, Buyer buys all designated Timber for a fixed price regardless of the volume actually cut. In a pay-as-cut sale, Buyer pays for the Timber by measured volume at the rates in Section 3.

1.4 Species, products, and specifications. The species, products (e.g. sawtimber, pulpwood), minimum diameters, and any utilization standards are described in **Exhibit B**. Buyer will not cut below the minimum diameter or outside the designated species without Seller's written consent.

2. Title, Risk, and Boundaries

2.1 Title and authority. Seller represents that it owns the Premises and the Timber, has the right to sell the Timber, and that the Timber is free of liens and encumbrances except as disclosed in **Exhibit A**.

2.2 Passage of title. Title to severed Timber passes to Buyer [on payment / on severance, subject to payment as stated in Section 3]. Risk of loss to standing Timber remains with Seller until severance; risk of loss to severed and paid-for Timber passes to Buyer.

2.3 **Boundaries.** Seller will identify the boundaries of the Premises and the harvest area. Buyer is responsible for keeping its operations within those boundaries and is liable for any trespass or cutting outside them under Section 7.

2.4 **Reserved trees and features.** Buyer will not cut or damage trees, snags, seed trees, riparian buffers, or other features reserved in **Exhibit A**, and will protect any boundary-line trees, monuments, and survey markers.

3. Price and Payment

3.1 **Purchase price.** Buyer will pay Seller **[for a lump-sum sale: a total of [AMOUNT]] / [for a pay-as-cut sale: [RATE] per [unit, e.g. thousand board feet, ton, cord]** by species and product as stated in **Exhibit B**].

3.2 **Payment terms.** For a lump-sum sale, Buyer will pay **[in full before cutting begins / as stated in Exhibit B]**. For a pay-as-cut sale, Buyer will pay based on **[scale tickets / mill settlement statements]** within **[NUMBER]** days after each **[load / week / month]** of removal.

3.3 **Measurement and scaling.** Volume will be measured by **[a named scaler / certified mill weight or scale tickets / OTHER METHOD]**. Buyer will provide Seller copies of scale or settlement records supporting each payment.

3.4 **Performance deposit.** Buyer will deposit **[AMOUNT]** with Seller as security for performance and for road, land, and boundary repair. Seller may apply the deposit to amounts Buyer owes or to cure Buyer defaults, and will return any balance within **[NUMBER]** days after Buyer completes the harvest and Seller inspects the Premises.

3.5 **Late payment.** Amounts not paid when due accrue interest at the lesser of **[e.g. 1.5%]** per month or the maximum rate permitted by applicable law, from the due date until paid.

4. Harvest Operations and Standards

4.1 **Cutting period.** Buyer may enter the Premises to cut and remove the Timber beginning **[START DATE]** and ending **[END DATE]** (the "Cutting Period"). Any Timber not removed by the end of the Cutting Period reverts to Seller unless the Parties agree in writing to an extension.

4.2 **Best management practices.** Buyer will conduct all operations in a workmanlike manner consistent with generally accepted forestry best management practices (BMPs) for the area, including those for stream crossings, skid trails, landings, and erosion control.

4.3 **Roads, landings, and access.** Buyer will use only the access routes, landings, and log decks designated in **Exhibit A**, will maintain them during the harvest, and will repair damage caused by its operations, leaving roads in at least as good condition as before, ordinary use excepted.

4.4 **Protection of residual stand and property.** Buyer will use reasonable care to avoid damaging residual trees, regeneration, fences, gates, crops, livestock, utilities, and improvements on or adjacent to the Premises.

4.5 **Slash and cleanup.** Buyer will dispose of slash, tops, and logging debris as required by **Exhibit A** and applicable law, will remove its equipment and trash, and will leave the Premises in a clean and orderly condition.

5. Legal Compliance, Permits, and Environmental

5.1 **Forestry and environmental law.** Buyer will comply with all applicable forestry, water-quality, wetlands, endangered-species, and environmental laws and regulations, and will obtain and maintain all permits, notifications, and licenses required for the harvest at Buyer's expense.

5.2 Notice of operations. Buyer will file any notice of timber operations, harvest plan, or similar filing required by applicable law before beginning operations, and will provide Seller a copy on request.

5.3 Hazardous materials. Buyer will prevent and promptly clean up any spill of fuel, oil, or other hazardous materials from its equipment, and is responsible for the cost of remediation of contamination it causes.

5.4 Fire prevention. Buyer will take reasonable precautions against fire, comply with applicable fire regulations and any burning restrictions, and is responsible for fire caused by its operations.

6. Insurance and Indemnity

6.1 Insurance. Buyer will maintain, at its expense, general liability insurance of at least **[AMOUNT]**, automobile liability insurance, and workers' compensation insurance as required by law, will name Seller as an additional insured on the liability policy, and will provide certificates before beginning operations.

6.2 Indemnity. Buyer will indemnify, defend, and hold Seller harmless from all claims, losses, injuries, liens, and expenses arising from Buyer's operations on the Premises, including claims by Buyer's employees, contractors, and subcontractors, except to the extent caused by Seller's gross negligence or willful misconduct.

6.3 Independent contractor; no liens. Buyer is an independent contractor and will keep the Premises free of mechanic's, logger's, and materialmen's liens arising from its operations, promptly discharging or bonding any such lien.

7. Trespass, Damage, and Remedies

7.1 Unauthorized cutting. If Buyer cuts Timber not designated for sale, cuts outside the boundaries, or cuts reserved trees, Buyer will pay Seller for that timber at **[stumpage value / the statutory measure of damages for timber trespass, which may include multiple or treble damages]** under applicable law, in addition to any other remedy.

7.2 Damage to land or improvements. Buyer is responsible for damage to roads, land, fences, watercourses, and improvements beyond that reasonably necessary for a properly conducted harvest, and will repair or pay for it.

7.3 Default. A Party is in default if it materially breaches this Agreement and fails to cure within **[NUMBER]** days after written notice. On an uncured default, the non-defaulting Party may suspend operations, terminate this Agreement, and pursue any remedy available at law or in equity.

7.4 Stop-work right. Seller may require Buyer to suspend operations immediately on written notice if Buyer's operations create an imminent risk of significant damage, legal violation, or safety hazard, until the condition is corrected.

8. Assignment and Successors

8.1 No assignment without consent. Buyer may not assign this Agreement or subcontract the harvest without Seller's prior written consent. Buyer remains responsible for the acts and omissions of any approved subcontractor.

8.2 Binding effect. Subject to this Section, this Agreement binds and benefits the Parties and their heirs, successors, personal representatives, and permitted assigns.

9. General Provisions

9.1 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the jurisdiction of the courts located in [COUNTY, STATE].

9.2 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

9.3 **Force majeure.** Neither Party is liable for delay or failure caused by events beyond its reasonable control, including weather that makes operations unsafe or impracticable, provided it gives prompt notice and mitigates. The Parties will equitably extend the Cutting Period for such delays.

9.4 **Entire agreement; amendment.** This Agreement, with its Exhibits, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

9.5 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.6 **Survival.** Provisions on payment, indemnity, trespass, environmental compliance, and cleanup survive completion or termination of the harvest.

9.7 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

SELLER	BUYER
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE or N/A]	Title: [TITLE or N/A]
Date: _____	Date: _____

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