

Timber Harvesting Agreement- Between Land Owner & Logging Contractor

This agreement is made this _____ day of _____, 20__ , by and between _____ hereinafter called the Landowner, and _____, hereinafter called the logging contractor.

Article I:

- A. The logging contractor 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 this agent on the _____ lot in Town of _____, county of _____, State of Maine.
- B. The landowner(s) stipulates that he (they) is (are) the sole owner(s) of the said tract of land and has the full right and power to dispose of the timber in the manner specified herein.
- C. The landowner (s) further agree(s) to allow the logging contractor 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 o this contract.
- D. This agreement shall not be assigned in whole or in part without the written consent of the landowner(s).
- E. The landowner(s) shall not be liable for fire losses or accidents which may occur in connection with prosecution of work by the logging contractor or his employees.
- F. 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.
- G. The logging contractor further agrees to cut and remove the timber in accordance with the following conditions:
 1. Harvesting will begin no sooner than _____. Unless an extension of time is given in writing, all timber shall be cut, removed, and paid for by _____.
 2. 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.
 3. Access for trucks and other harvesting equipment shall be on land owned by the landowner, unless other arrangements are made, as follows: _____. As applicable, logging contractor agrees to abide by the terms, rules and regulations governing landowner's right of access.
 4. All harvested trees shall be utilized to the fullest extent for commercial product, according to published specifications of the chosen markets, unless specified otherwise, as follows _____.
 5. Stump heights shall be cut as low as possible. 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.
 6. Care shall be taken at all times by the logging contractor against fire.

7. Landowner will be responsible for filing a Forest Operations Notification form with the Maine Forest Service according to the provisions of the Forest Practices Act (12 MRSA, Section 8883), prior to starting the harvest. Landowner will provide the Notification Number to the logging contractor. Logging contractor will post the notification number at the primary yard.
 8. All State laws with regard to brush disposal shall be observed, as follows: All slash and brush resulting from the cutting of the forest growth shall not remain on the ground within 50 feet of highways and roads or within 25 feet of property lines. Slash and brush will not be deposited in streams. (Title 38, Section 417)
 9. All State laws with regard Litter Control (Title 17; Chapter 80; Section 2261-2271 and Sections 2951-2), shall be observed. No person shall throw, drop, deposit, discard or otherwise dispose of litter upon any public or private property in this State, or in the waters of the State or on the ice over such waters.
 10. Marking Property Lines: The landowner will be responsible for establishing and clearly marking property lines. State law (T14MRSA-7552A) requires property lines to be clearly marked on land where 10 acres or more is to be harvest if the cutting is being done within 200 feet of the property line.
 11. The Forest Practices Act, local zoning and timber harvesting ordinances, DEP and LURC regulations will be observed where applicable.
 12. In addition to the fore going laws, the landowner and logging contractor will comply with any and all other applicable laws.
- H. Logging contractor and any contractor acting under contract with the logging contractor who enters upon the premises shall carry public liability, bodily injury, property damage and automobile liability insurance, while operating on landowner's property, in amounts adequate to protect landowner(s) against any such claims; and logging contractor and any such contractor hereby agrees to indemnify and hold harmless the landowner(s) against any such claims. Logging contractor and any contractor acting under contract with logging contractor who enters upon the premises, shall carry worker's compensation insurance under any applicable worker's compensation act for all persons who enter upon the premises pursuant to this agreement; and logging contractor and any such contractor hereby agrees to enter upon the premises pursuant to this agreement; and logging contractor and any such contractor hereby agrees 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.
- I. Special provisions of this contract: (may incorporate attached pages by reference)
- J. Cancellation: this agreement may be cancelled by either party with _____ days written notice, which will be sufficient time for logging contractor to finish yarding, processing and delivering any trees already cut at the time of cancellation.

Article II:

A. The logging contractor agrees to pay the landowner for the said timber at the following rates:

1. Sawlogs

<u>Species/Grade</u>	<u>\$ per MBF</u>
_____	@ _____
_____	@ _____
_____	@ _____
_____	@ _____

2. Pulpwood

<u>Species/Grade</u>	<u>\$ per</u> _____
_____	@ _____
_____	@ _____
_____	@ _____
_____	@ _____

3. Other Products

<u>Species/Grade</u>	<u>\$ per</u> _____
_____	@ _____
_____	@ _____
_____	@ _____
_____	@ _____

B. Payments shall be made on a (weekly) (monthly) basis as the timber is removed according to the scale slips obtained when the wood is measured at a concentration yard, pulp mill, sawmill, or other place where the logging contractor delivers the timber. Scale slips will be presented to both parties with each payment.

C. Prices agreed upon at the signing of this contract are based on current market conditions. If during the period of the contract market conditions change so that they work a hardship on either party, the prices may be revised by the contract market conditions change so that they work a hardship on either party, the prices may be revised by agreement between both parties. Contract prices will be reviewed _____ during the life of this contract.

Witness

Landowner

Logging contractor