

TIMBER SALE CONTRACT

This Timber Sale Contract ("Contract") entered into this _____ day of _____, 2006 by and between, _____ with an address of _____ ("Seller"), and _____, with an address of _____ ("Purchaser")

PURCHASE PRICE

The Seller agrees to sell and the Purchaser agrees to buy for the sum of _____ Dollars (\$ _____), under the terms and conditions set forth in this Contract, all the marked standing timber upon an area of approximately _____ +/- acres in _____ County, Kentucky on land owned by _____.

The location of the area can further be described as follows: _____

The Purchaser further agrees to pay a 10% down payment of \$ _____ at the time of contract signing. The remaining balance of the Purchase Price will be due no later than _____, or before the harvesting of any timber, whichever comes first.

SELLER

With regard to the timber conveyed in this Contract, the Seller agrees with the following conditions:

- a. All trees to be included in this sale will be marked as follows: Trees are marked with blue paint once at breast height (4 1/2 feet above the ground) and again at below stump height. All sawlogs and pulpwood material contained in the marked trees is included in this sale. Seller makes no guarantee of the volume of timber contained in the sale area and is under no obligations to guarantee a specified volume.
- b. The Purchaser and his employees shall have access to the area at all reasonable times and seasons for the purpose of carrying out the terms of this contract.
- c. The Seller covenants that he is the lawful owner of the above timber and that no indebtedness or encumbrance exists against the same.

PURCHASER

The Purchaser further agrees to cut and remove the timber conveyed in the Contract in strict accordance with the following conditions:

- a. Unless an extension of time is agreed upon in writing between the Seller and the Purchaser, all timber shall be cut and removed on or before and no later than the _____ day of _____ and any materials not so removed shall revert to the Seller.
- b. Only marked trees shall be cut. Unmarked trees and young timber shall be protected against unnecessary injury from felling and logging operations.
- c. Best Management Practices will be followed to ensure minimum impact on water resources both on site and downstream.
- d. Logging should be carried out only during times when the ground is firm enough to prevent rutting of cleared fields by logging equipment.
- e. The Purchaser agrees to take precautions against felling trees into adjoining landowners property. Any accidental damage to fences or property of adjoining landowners will be the responsibility of the Purchaser to repair.
- f. Purchaser agrees to push tree tops landing in open field back into woods.
- g. Purchaser agrees to protect, indemnify and save harmless, Seller and Seller's forestry agents from any and all liability for personal injuries, death and/or property damage or theft suffered or incurred by any person including, but not limited to, injuries to employees, agents, visitors and contractors hired by Purchaser in connection with the Purchaser's performance of this Contract.
- h. It is understood by both parties that the buyer is an independent contractor and not an employee of the Seller.

MISCELLANEOUS

Seller and Purchaser mutually agree as follows:

- a. All modifications of this Contract will be reduced to writing, dated, signed and witnessed, and will be attached to this contract.
- b. This Contract may no be assigned or transferred without Seller's prior written consent.

c. Resale of any portion of the standing timber conveyed by this Contract will not release the Purchaser from any or all the terms of this Contract unless the Seller signs a written release.

Signed:

Date:

Purchaser

Seller