

Pioneer Forest LLC Timber Sale Agreement

Date:.....

Location: Salem, MO 65560

(I or We) (“Purchaser”) hereby agree to purchase from Pioneer Forest LLC (“Seller”) all marked living timber and marked dead timber located on the area definitely described as follows:

Purchaser hereby agrees to deposit the sum of \$ with Pioneer Forest LLC to insure strict compliance with the conditions of this contract. Any money held in this fund at the termination of this sale agreement shall be applied on the final stumpage payment and after the close of the sale, the balance, if any, will be returned to Purchaser.

Purchaser agrees to make payment on demand or weekly as billed.

Purchaser further agrees to cut and remove said timber in strict accordance with the following conditions and requirements which are hereby made a part of this agreement.

1. All timber cut shall be removed on or before and none later than unless an extension of time is authorized in writing by the seller. Purchaser shall have no right or claim to any timber uncut as said date or at the end of any such extension.
2. Cutting and removal of the timber shall commence not later than
3. Stumps shall be cut so as to cause the least possible waste and not higher than 10 inches on the side adjacent to the highest ground.
4. All marked trees are to be utilized to the smallest diameter in the tips as is practicable so as to cause the least waste.
5. Purchaser shall remove any marked sawlog that contains at least 50% (percent) merchantable material from the sale area.
6. Timber upon valid claims and under contract is excepted from this sale.
7. No timber shall be removed from the place agreed upon for scaling until scaled, measured, or counted and branded by Seller. Title to all timber sold under this agreement shall remain in Seller until it has been branded and paid for.
8. Cutting and removal of the timber shall proceed in an orderly manner and shall be progressive from one area before cutting is started on another area.
9. Marked or designated sawlogs or trees shall be scaled or measured by the International ¼-inch rule.
10. All telephone and power lines, fences, trails, and roads within or immediately outside of the area shall be protected as far as possible in logging operations and if damaged shall be repaired immediately by Purchaser. Roads and trails shall at all times be kept free of logs, brush, and treetops.
11. Unmarked or undesignated merchantable live trees cut or injured through carelessness of Purchaser or his employees or contractors shall be paid for at the rate of **three times the current stumpage rate if the stump top diameter is less than 18 inches or \$2.00 per board foot if the stump top diameter is 18 inches or larger**. All operations on the sale area, including the removal of scaled timber, may be suspended by Seller if the conditions and requirements contained in this agreement are disregarded. Failure to comply with any one of said conditions and requirements if persisted in shall be sufficient cause for termination of this agreement. Upon termination pursuant to this section 11, Purchaser shall forfeit all remaining deposit as liquidated damages.
 - a. Purchaser shall purchase from a company or companies lawfully authorized to do business in Missouri and shall thereafter maintain such insurance as will protect

Purchaser from claims which may arise from purchaser's operations under this agreement, whether such operations be by Purchaser, by employees of Purchaser, or by anyone for whose acts Purchaser may be liable, whether for bodily injury, death, or property damage and whether arising under the workers' compensation law, from the operation of a motor vehicle, or from any other operations of Purchaser.

- b. Purchaser shall furnish Seller with a current certificate of workers compensation insurance before entering Seller's land.
12. Purchaser agrees to comply with all best management practices (BMPs) as described in the Missouri Department of Conservation booklet "The 1997 Management Guidelines for Maintaining Forested Watersheds to Protect Streams." Purchaser further agrees to clean up and remove any soil contaminated as a result of equipment maintenance or repair and to clean up the premises in a manner satisfactory to Seller within a period of 30 days following termination of this agreement. Any equipment left on the premises after 30 days following the termination or full performance of this agreement shall be property of Seller, and, at the election of Seller, may be removed at Purchaser's cost or retained.
13. Purchaser and his employees shall do all in their power, both independently and upon request of Seller or an employee of the Missouri Department of Conservation, to prevent and suppress any forest fire upon or threatening Seller's land.
14. Purchaser shall do all in his power to prevent any unauthorized cutting of timber upon Seller's land and will immediately report to Seller any instances of such unauthorized cutting as may come to his attention.
15. This agreement may not be assigned in whole or in part without the written permission of Seller.