

TIMBER SALE CONTRACT

This contract made and entered into this _____ day of _____, _____ by and between _____ of _____, hereinafter referred to as the seller, and _____ of _____, hereinafter referred to as the buyer.

WHEREAS: The tract of timber located in _____ Section _____, T _____ N, R _____ W. _____ County, Iowa.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

The seller for and in consideration of the sum of \$ _____ on or before _____ to be paid as hereinafter provided.

THE SELLER FURTHER OFFERS AND THE BUYER AGREES:

1. To enter upon and allow access to the above described tract for the purpose of cutting and removing therefrom such timber as is included in the terms of this contract.
2. That all said marked logs shall become the property of the buyer.
3. This contract (does) or (does not) include the rights to the residual and/or tops less than 8 inches in diameter remaining after the logs are removed.

THE BUYER FURTHER AGREES:

1. To cut only the _____ trees marked with _____ paint.
2. To make payment for each tree unnecessarily cut or wantonly injured at treble the bid price for that species.
3. To leave all streams and all public road right-of-ways free of logs, brush, and other obstructions.
4. To assume liability for damage to fences, crops, cropland, and other property.
5. To travel to and from and work in the timber only when the ground is firm.
6. That all timber included in this agreement shall remain the property of the seller until paid for in full.
7. That the buyer has inspected the area and timber concerned, has estimated to his/her own satisfaction the quantity, quality, and value of the timber to be removed and accepts the goods with all faults.
8. Unless an extension of time is granted by the seller, this contract shall terminate on (date) _____, after which all logs and trees remaining on the tract revert to the ownership of the seller unless otherwise specified in paragraph 9.
9. Special provisions: _____

In witness whereof the parties hereto have executed this contract this _____ day of _____, _____ (year).

Signature of Seller

Signature of Buyer

Post Office Address

Post Office Address

Witness

Witness

IOWA STATE UNIVERSITY
University Extension

Ames, Iowa

... and justice for all

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NOTICE OF TIMBER FOR SALE

Sealed bids will be received by _____
(name and address of seller)

which will be opened on _____
(date, time, and place)

for the sale of the following marked or designated timber, located _____

<u>Tree Species</u>	<u>Number of Trees</u>	<u>Diameter @ 4.5 feet</u>		<u>Total Board Foot Volume</u>	
		<u>Range</u>	<u>Average</u>	<u>Scribner</u>	<u>or Doyle</u>

The volume in board feet is an estimate only and bidders should satisfy themselves by examination as to the quantity and quality of the timber offered. Seller reserves the right to reject any or all bids. Trees

may be seen from _____ to _____
(dates)

and _____ to _____. The successful bidder must execute a timber sale con-
(times)

tract with the seller within _____ days of receipt of notice of award. Bid price (does) or (does not) include rights to the residual and/or tops less than 8 inches in diameter remaining after the logs are removed.

A period of _____ months, from the date that the contract is signed, will be allowed the purchaser for cutting and removal of this timber.

Total sum bid for _____ trees listed above \$ _____ .
(number)

Date

Signature of Bidder