

Logging Contract

This **Logging Contract** ("**Agreement**") is made effective as of ("**Effective Date**") by and between the following parties:

Owner

Contractor

WHEREAS, Owner has the right to authorize timber harvesting on the property described in this Agreement; and

WHEREAS, Contractor has represented that it has the personnel, equipment, experience, and licenses necessary to perform logging services;

NOW, THEREFORE, in exchange for the mutual promises in this Agreement, the parties agree as follows.

1. Property and Harvest Area

Owner authorizes Contractor to perform the Services on the property located at ("**Property**"). The authorized harvest area, access routes, protected areas, and any boundaries are identified by and form part of this Agreement.

Contractor shall not harvest timber, construct roads, or conduct related activities outside the authorized area without Owner’s prior written approval.

2. Services

Contractor shall provide professional timber harvesting and related services ("**Services**"), including the cutting, processing, loading, transportation, site access, and cleanup activities reasonably required to complete the agreed harvest.

The Services apply to the following timber or forest products:

Contractor shall harvest timber in accordance with the harvest method agreed by the parties: .

3. Term

This Agreement begins on and continues until , unless ended earlier under the Termination clause.

Contractor shall begin work only after receiving any required access approvals, permits, and instructions from Owner. Contractor shall promptly notify Owner if conditions reasonably prevent safe or lawful performance.

4. Payment

Owner shall pay Contractor for the Services.

Payment shall be made as follows: .

If compensation is based on timber volume, weight, load, or sale proceeds, Contractor shall maintain accurate records and provide Owner with supporting documentation upon reasonable request. Any deduction from amounts owed to Owner must be disclosed in writing and supported by applicable records.

5. Ownership of Timber and Proceeds

Ownership of standing timber remains with Owner until harvested and paid for as required by this Agreement. Ownership of harvested timber transfers to upon .

Sale proceeds from harvested timber shall be paid to in accordance with the Payment clause. Contractor shall not sell, transfer, or otherwise dispose of timber except as authorized by Owner in writing.

6. Contractor Responsibilities

Contractor shall perform the Services in a safe, competent, and workmanlike manner. Contractor is responsible for its employees, subcontractors, equipment, transportation, fuel, and operating costs.

Contractor shall maintain all licenses, registrations, insurance, training, and approvals required for its operations. Contractor shall comply with applicable laws, safety requirements, environmental requirements, road-use restrictions, and forestry practices.

Contractor shall keep the Property reasonably orderly and shall remove its equipment, waste, and temporary materials when the Services are complete.

7. Property Protection and Environmental Practices

Contractor shall take reasonable steps to protect the Property, adjoining land, waterways, roads, structures, utility lines, fences, and other identified improvements from avoidable damage.

Contractor shall not deposit waste, fuel, oil, chemicals, or other harmful materials on the Property. Any spill, damage, or environmental incident must be reported to Owner promptly. Contractor shall be responsible for remediation and repair to the extent caused by its acts or omissions.

Contractor shall comply with all identified protected areas, buffer zones, seasonal restrictions, and reforestation or restoration requirements stated by Owner or required by law.

8. Access and Roads

Owner grants Contractor a limited right to enter the Property solely to perform the Services. Contractor may use only approved access routes and roads.

Contractor shall repair damage to roads, gates, drainage systems, or other access improvements to the extent caused by Contractor's operations, ordinary wear from authorized use excepted. Contractor shall not block access to the Property longer than reasonably necessary for the Services.

9. Inspection and Records

Owner may inspect the Services and harvest area at reasonable times. An inspection does not relieve Contractor of its responsibilities under this Agreement.

Contractor shall keep complete and accurate records relating to harvested timber, loads, scale tickets, sales, payments, permits, and any incident affecting the Property. Contractor shall retain these records for years after completion and provide copies to Owner upon reasonable request.

10. Insurance and Indemnification

Before beginning work, Contractor shall maintain commercial general liability insurance, workers' compensation insurance where required, automobile liability insurance, and any other coverage reasonably appropriate for the Services.

Contractor shall protect, defend, and reimburse Owner against third-party claims, losses, damages, liabilities, and reasonable costs arising from Contractor's negligent acts, willful misconduct, breach of this Agreement, or failure to comply with applicable law.

Owner shall protect, defend, and reimburse Contractor against third-party claims arising from Owner's negligent acts, willful misconduct, or breach of this Agreement.

11. Independent Contractor

Contractor is an independent contractor and is not an employee, agent, partner, or representative of Owner. Contractor has no authority to bind Owner or make commitments on Owner's behalf.

Contractor is solely responsible for compensation, taxes, benefits, supervision, and legal obligations relating to its personnel and subcontractors.

12. Suspension of Work

Owner may require Contractor to suspend work when reasonably necessary to protect persons, property, timber, or the environment, or to address unsafe or unlawful conditions.

If work is suspended for reasons not caused by Contractor, the parties shall reasonably cooperate to revise the schedule and address any documented, reasonable cost impact.

13. Termination

Either party may terminate this Agreement by giving days' written notice to the other party.

Either party may terminate this Agreement immediately by written notice if the other party materially breaches this Agreement and fails to correct the breach within days after receiving written notice, unless the breach cannot reasonably be corrected.

Upon termination, Contractor shall stop work, secure the Property, remove its equipment and materials, provide required records, and leave the Property in a safe condition. Owner shall pay Contractor for Services properly performed through the termination date, subject to any valid claim or offset arising from Contractor's breach.

14. Uncontrollable Events

Neither party is responsible for delay or failure to perform caused by events beyond its reasonable control, including severe weather, wildfire, natural disaster, government action, labor disruption, road closures, or unsafe site conditions.

The affected party shall notify the other party promptly and resume performance when reasonably possible.

15. Notices

Any notice under this Agreement must be in writing and delivered personally, by recognized courier, by certified mail, or by email with confirmation of receipt to the addresses in the first page of this Agreement or to any updated address provided in writing.

16. Governing Law and Dispute Resolution

This Agreement is governed by the laws of , without regard to rules that would apply another jurisdiction's laws.

The parties shall first attempt in good faith to resolve any dispute through direct discussion. If they cannot resolve the dispute, either party may pursue available legal remedies in the courts located in .

17. General Terms

This Agreement is the entire agreement between the parties concerning the Services and replaces prior discussions or agreements on the same subject.

Any amendment must be in writing and signed by both parties. A delay or failure to enforce a provision does not waive that provision. If a provision is found unenforceable, the remaining provisions will continue to apply.

This Agreement may be signed electronically and in separate counterparts, each of which is treated as an original and together form one agreement.

Signatures

By signing below, the parties confirm that they have read, understood, and agree to this Agreement.

Owner

Name

Date

Signature

Contractor

Name

Date

Signature



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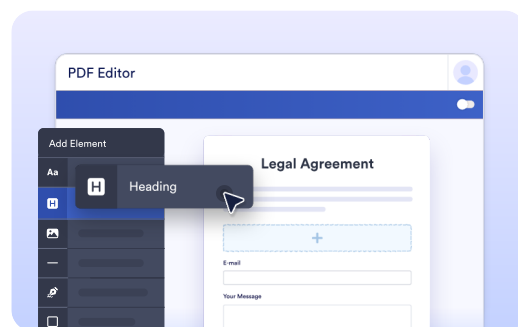
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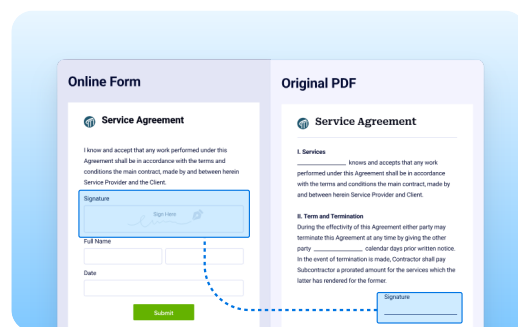
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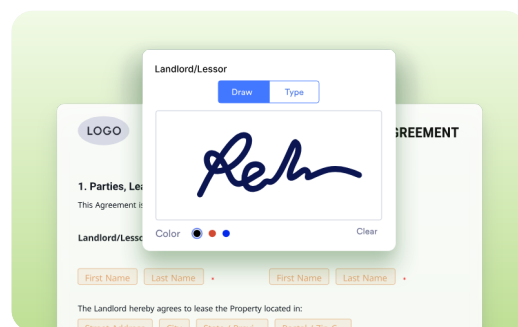
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