

**MINOR FOREST PRODUCTS SALES CONTRACT**

For use of this form, see ER 405-1-12; the proponent agency is CERE-MM.

SALE NUMBER

Permission is hereby granted \_\_\_\_\_  
to harvest by \_\_\_\_\_, 20\_\_\_\_, the designated timber product, estimated to be (*Quantity*) \_\_\_\_\_  
of (*Description of Timber Product*) \_\_\_\_\_  
for a lump sum consideration \_\_\_\_\_. The said timber product is located on \_\_\_\_\_ as follows:

The Purchaser agrees to harvest said timber product in strict accordance with the following conditions:

1. All designated timber product will be used \_\_\_\_\_.
2. Payments in Cash or by Certified Check or Postal Money Order made payable to the order of the Finance and Accounting Officer, U.S. Army Corps of Engineers, shall be made in advance of harvesting, at no less than the amount stated above.
3. The Purchaser agrees to suppress all forest fires occurring on the contract area and to do all within Purchaser's power to prevent forest fires and to assume full liability for all damages occurring from forest fires resulting from use of this contract.
4. The designated material will be removed in such a manner as prescribed by the undersigned Authorized Representative of the Contracting Officer or a designated representative in order to minimize damage to all seedlings, saplings and to the residual stand of timber. Further, the Purchaser will pay double the fair market value for any damages to or removal of the residual, undesigned trees plus necessary administrative costs for determining the amount of this loss.
5. The Purchaser agrees to exercise caution in all operations on the property of the United States and to assume full liability for all damage to improvements on said property.
6. The Purchaser shall save and hold the United States harmless for all damages to property or injury to all persons arising from the use of this contract or for any damages which may result from the removal of said designated timber by Purchaser or through the Purhaser's operations.
7. Purchaser acknowledges that provided this sale is on an active military reservation, Purchaser shall agree to move people, equipment, and operations at Purchaser's expense as required by the Government to avoid any conflict with the military mission.
8. CONTRACT TERMINATION: The Government may terminate this contract at any time by giving written notice to the Purchaser. In the absence of any notice of termination, this contract will terminate of its own terms as shown on the face hereof.
9. The Purchaser understands and agrees that the Government will not refund to the Purchaser all, or any portion thereof, of the amount of consideration set forth above unless said amount is in excess of the administrative cost incurred by the Government pursuant to this contract.
10. The Purchase is required to have this contract in Purchaser's possession while working under this contract.
11. This contract is not transferrable or renewable.
12. Harvesting specifications are attached.

Contract issued on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

I hereby agree to be bound by all the terms and conditions of this contract.

\_\_\_\_\_  
(Authorized Representative Name)

\_\_\_\_\_  
(Signature Authorized Representative  
of the Contracting Officer)

\_\_\_\_\_  
(Name of Purchaser)

\_\_\_\_\_  
(Signature of Purchaser)

\_\_\_\_\_  
(Street Number / Post Office Box)

\_\_\_\_\_  
(Street Name)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip Code)

\_\_\_\_\_  
(Area Code)

\_\_\_\_\_  
(Telephone Number)