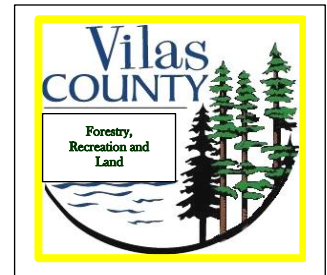


TIMBER SALE CONTRACT VILAS COUNTY, WISCONSIN

TIMBER SALE TRACT # _____

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This Contract is made by and between the Vilas County Forestry, Recreation & Land Committee of Vilas County, Wisconsin, acting in the interest of Vilas County, hereinafter called the Seller, and _____, of _____, hereafter called the Purchaser, for the purpose of selling timber under jurisdiction of the Committee to the Purchaser. **Seller approval of this Contract requires full execution of Contract requirements by the Purchaser within 15 days of bid acceptance.** The Seller agrees to sell and the Purchaser agrees to purchase, cut and remove all timber marked or designated by the Seller's appointed Representative and to chemically treat for diseases when specified under terms of this Contract on the following described lands, hereafter called the premises:

Vilas County TRACT # _____ CONTRACT # _____ as defined in the attached Timber Sale Map.

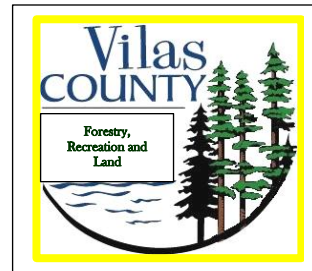
The Seller and the Purchaser mutually agree that this Contract is subject to the following conditions:

1. **PERFORMANCE:** Cutting and removal of timber (which includes felling, bucking, skidding, loading, hauling) marked or designated or chemical treatment for diseases shall be conducted in conformance with this Contract and in a good and workmanlike manner with reasonable diligence to assure completion of all performance within the Contract period specified in paragraph 2.
 - A. **CONTRACT OVERSIGHT:** The Seller designates Contract oversight on this Contract to the Vilas County Forest Administrator and/or designees of the Vilas County Forestry Department as assigned. These designees shall hereafter be called "the Seller's Representative".
 - B. **COMMENCEMENT:** Cutting and removal of timber in conformance with this Contract may commence and continue:
 - Only after the signing of this Contract by both parties.
 - Only after submission and maintenance of all bonds, certificates or statements required under it.
 - Only after completion of presale meeting between the Contractor and/or on-site Representatives and the Seller's Representative.
 - Only after proper inspection of off-road equipment as required in paragraph 17 B. and 17 C.
 - C. **NOTIFICATION OF ACTIVITY/INACTIVITY:** Purchaser shall contact Seller's Representative 24 hours prior to initiation of activity or when activity ceases for more than five consecutive days and prior to Contract completion. On timber sale areas where timber sale or hauling or practices affects an established snowmobile trail during the period of December 1 through March 31 of each year, Purchaser shall contact the Seller's Representative a minimum of 7 days prior to initiation of activity. A forfeiture of 5% of the performance bond will result when the Purchaser fails to give proper notice of initiating or ceasing activity on the Contract.
 - D. **LOGGER QUALIFICATION:**
 1. The Seller requires logger qualification to determine methods of accounting for products sold from this premises. Qualification requires provision of information, including past references and action history, from the Purchaser to adequately assess and demonstrate the ability of the Purchaser to successfully follow requirements for the Mill Scale- Haul Permit System in Par. 5.A. and meet payment requirements of that system.

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2. The Purchaser agrees with the Seller's Representative decision that the Purchaser is a **(qualified Contractor/un-qualified Contractor)** **(strike one)** and will follow requirements in Par 5.A. or Par 5.B. as determined appropriate by the Seller's Representative.
3. Purchaser further agrees that the Seller's Representative may change qualified and un-qualified status based upon performance or lack of performance to require woods scale of product at any time for any reason.

E. FOREST CERTIFICATION:

1. The Purchaser agrees to provide, prior to signing Contract and for the duration of this Contract, documentation that at least one person on site engaged in the performance of this Contract complies with the training standard as adopted by the Wisconsin SFI® Implementation Committee. Criteria for the standard can be obtained by contacting the Forest Industry Safety & Training Alliance (FISTA). The Seller recognizes and accepts documentation under the Michigan training standard.
2. The area encompassed by this timber sale is certified to the standards of the Sustainable Forestry Initiative® NSF-SFI-FM-1Y943 SFI 100% and the Forest Stewardship Council® SCS-FM/COC-00083G FSC 100%. Forest products from this sale may be delivered to the mills SFI 100% or FSC 100% as long as the Contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The Purchaser is responsible for maintaining COC after leaving the sale area.

2. CONTRACT PERIOD:

- A. All work under this Contract shall be completed to the satisfaction of the Seller's Representative between the signing of the Contract by both parties and prior to _____, FOR TIME IS OF THE ESSENCE. Although the Seller may consider amendments or extensions to this Contract, Purchaser shall not rely upon amendments or extensions for the purpose of completing performance under this Contract.

3. CONTRACT EXTENSIONS:

- A. One-year extensions of time **may be** granted at the discretion of the Seller, with an appropriate adjustment in stumpage rates, at the request of the Purchaser. Purchaser recognizes that purchase of stumpage volumes beyond the production ability of the Purchaser does not provide a reason for extension or no cost extension. No Contracts may extend beyond 4 years. Extensions shall include an adjustment in stumpage rates is determined by the following rate increase schedule:

One-year Contracts:	1st extension - 5% increase in stumpage rates
	2nd extension - 10% increase in stumpage rates
	3rd extension - 15% increase in stumpage rates
Two-year Contracts:	1st extension - 10% increase in stumpage rates
	2nd extension - 15% increase in stumpage rates
Three-year Contracts:	1st extension - 15% increase in stumpage rates
Four-year Contracts:	No extensions granted

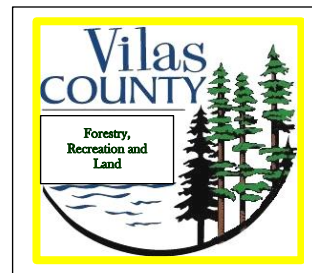
In the event of multiple extensions, stumpage rate increases shall be at compounded.

- A. No Cost Extensions: If an extension does not take a Contract beyond the 4-year limit, an extension of time with no stumpage increase **may be** considered and approved by the Seller when the Purchaser submits proof and verifiable documentation that:
 1. The extension is warranted due to circumstances beyond the Purchaser's control which may include but is not limited to abnormally or extremely wet and inclement weather and/or site conditions which precluded completion as verified by the Seller's Representative.

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2. The Purchaser's has entered into a commitment to provide timber salvage assistance, within Wisconsin or the Upper Peninsula of Michigan to protect landscape scale forest resources as verified by the Seller's Representative. (Notes: hurricane clean-up and small-scale commercial clean-up do not qualify under this request). Any such extension shall be requested at time of salvage work completion and approved at a regular monthly meeting of the Committee.

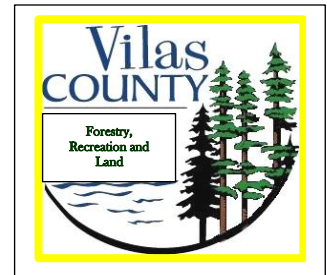
4. PERFORMANCE DEPOSIT/BOND

- A. Purchaser shall maintain a performance deposit or bond in the Seller's favor in the amount of \$ _____ (20% of estimated timber value based upon minimum advertised value) to insure proper performance of the conditions of this Contract. The performance deposit may be in the form of check, cash, Letter of Credit, or Bond certificate. The performance deposit shall be submitted by the Purchaser with the original bid for this Contract. Letters of Credit or Bond certificate shall have their termination date to be 90 days beyond the termination date of the Contract. Any Letter of Credit **shall be issued from a bank, credit union or financial institution licensed to do business in Wisconsin or Michigan. The financial institution shall be federally insured with that statement within the Letter of Credit along with corresponding license numbers.** Any extension, if granted will require reissuance of Letters of Credit or bonds to meet or exceed this requirement. If a Letter of Credit is utilized for the performance deposit. The Purchaser may replace a performance deposit in the form of check or cash with a Letter of Credit for this sale within 15 days of the bid opening provided that the Letter of Credit meets requirements within this Contract.
- B. Purchaser agrees that the performance deposit in the form of a check or cash may be forfeited to the Seller as liquidated damages upon determination by the Seller or the Seller's Representative that any condition of the terms of this Contract has been breached by the Purchaser. The Purchaser further agrees that the Seller retains the right to draw upon the Letter of Credit or bond for liquidated damages as a result of a breach by the Purchaser. If the Seller chooses and can reasonably determine the actual damages suffered as a result of the breach of Contract by the Purchaser, actual damages plus additional reasonable costs incurred by the Seller are the responsibility of the Purchaser and may be deducted from this performance deposit or otherwise collected by the Seller regardless of the amount of the performance deposit.
- C. The Purchaser agrees that the performance deposit may be retained by the Seller until all performance under this Contract has been completed to the Seller's Representative's satisfaction and the Seller's Representative determines the performance has been so completed. If the Seller's Representative determines the performance has not been completed satisfactorily and is not in conformance with this Contract, the performance deposit may be retained by the Seller until the Seller's Representative can determine damages caused by lack of performance and establish value to be withheld through liquidated damages or until Purchaser can take actions to bring this Contract into conformance as determined appropriate by the Seller's Representative.
- D. If timber or other forest products not specifically described in this Contract or designated by the Seller for cutting are cut, damaged, or removed by the Purchaser, the Seller may pursue any and all remedies for unlawful use of the Seller's property and the cutting, damage or removal of property without consent, including the seeking of criminal or civil charges for theft, timber theft, or criminal damage to property in addition to the Seller's Contract remedies for breach.
- E. When a Contract breach has been identified and the Purchaser has been notified in writing, the Seller's Representative may, when it is deemed reasonable and in the best interest of the Seller, allow the Purchaser to continue performance under the Contract. Under these terms the Purchaser shall repair items identified within the breach. In the event of cutting, removal or damage of undesignated timber, inappropriate documentation of timber removed, or non-payment for timber removed, the Purchaser shall be assessed liquidated damages double the mill value of the timber as determined by the Seller's Representative. The Seller's Representative's permission to allow continued operations shall not be considered a waiver of breach nor prevent the Seller from considering such breach for purposes of asserting any other remedies

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available to the Seller. It is agreed that double mill scale sum and value is a reasonable estimate of the probable damages suffered by the Seller and shall not be construed as or held to be in the nature of a penalty. If this Contract is terminated by breach caused by the Purchaser and the Seller determines it inappropriate to allow Purchaser to continue or resume any operations, the Seller reserves the right to retain 100% of the performance deposit without justification of costs incurred.

- F. The Purchaser agrees that if the timber identified in this Contract for cutting is to be resold due to a breach of this Contract, as determined appropriate by the Seller, the Seller is not obligated to give oral or written notice to the Purchaser as to the timing, value or identity of the succeeding Purchaser.
- G. The Seller's damages upon the Purchaser's failure to perform this Contract include, but are not limited to:
 - 1. The Purchaser's bid value of any timber not cut and removed under this Contract.
 - 2. Double the mill value as determined by the Seller's Representative, for timber cut, removed, or damaged without authorization under or in violation of this Contract.
 - 3. All costs of sale area cleanup, restoration or completion of performance not completed by the Purchaser.
 - 4. All losses for reduced stumpage and mill values within the succeeding sale of products.
 - 5. The costs of resale of timber not cut and removed under this Contract, including but not limited to timber sale appraisals, timber sale preparation and staff time and materials.
 - 6. If the Seller seeks damages for breach of this Contract through court proceedings, and if the Seller prevails in such proceedings, in whole or in part, then the Purchaser agrees to pay all of the Seller's actual and reasonable expenses, including attorneys and expert witness fees. The Seller agrees to mitigate the damages for breach by offering the remaining timber or retained products resale if the Seller determines the timber or products are saleable based upon volume, quality or access.
 - 7. If a Purchaser is deemed by the Seller's Representative to be in breach of this Contract, the Purchaser will also be deemed an irresponsible Contractor and refused the opportunity to bid upon or obtain future timber sales from the Seller's property for a period not to exceed two (2) years from the date of determination of the breach. The Seller may choose to waive refusal of bidding with extra requirement for advance payment of all stumpage amounts prior to hauling and double performance bonds for those Purchasers deemed as irresponsible Contractors.

5. SCALING, HAULING, RECORDING OF PRODUCT VOLUME

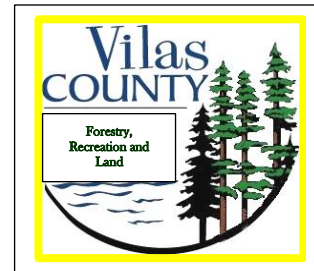
A. Mill Scale-Haul Permit System (mandatory for all qualified Contractors, at the discretion of Seller's Representative for Contractors without qualified status as determined by the Seller's Representative):

- 1. Product Limitations: Use of Mill Scale-Haul Permits (tickets) is limited to the hauling of softwood pulpwood & bolts, aspen pulpwood & bolts, hardwood pulpwood, pine logs, co-mingled pine products, and wood chips, including bark, leaves, etc. which are shipped to mills and markets with a certified wood scaler or weight scale to intake products. Mills or buyers must also have the capability to provide a mill scale slip including company name, date, species, product, and detailed measurements of product that may include height and length measurements for stick scaled cord products, board feet measurements for sawlog products, or net weight scale for weight scaled products. Note: hardwood bolts and hardwood logs, poles and wood shipped to buyers without scalers (firewood, unmanned landings, private wood yards) require woods scale by the Seller's Representative.
- 2. Estimated Value of Payment Haul Permits (tickets) is to be paid in advance by the Purchaser at the Forestry Office prior to any hauling. Advance payment haul permit tickets must be purchased in books of 10 only. The value of the tickets will be based on a 29-ton load size, using a weighted average \$ 15.20 / ton, based on sold value divided by estimated tons or a total value per book on this Contract is \$ _____.
- 3. **Mandatory Advanced Payment Haul Permits (tickets) Purchases:** Purchaser is required to provide estimated weekly production rates of the planned operation to the Seller's Representative at time of Contract signature. Purchaser is required to purchase advance haul ticket **prior to harvesting activity** at

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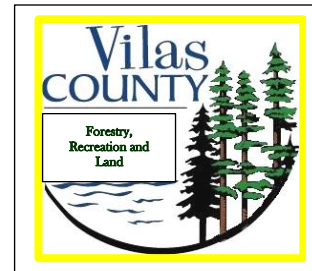
the minimum rates depending upon production capability:

- 50-100 cords per week- minimum advance purchase of 10 tickets, minimum weekly ticket inventory on hand 5.
 - 101-150 cords per week- minimum advance purchase of 20 tickets, minimum weekly ticket inventory on hand 10.
 - 150+ cords per week- minimum advance purchase of 30 tickets, minimum weekly ticket inventory on hand 15.
 - **Increases in cutting production capabilities by addition of machinery, increased hourly shifts or demonstrated production capabilities shown by increases in wood decked on site beyond trucking rates, will require additional ticket inventory to be purchased in advance as determined appropriate by the Seller's Representative.**
4. The Purchaser shall utilize 3- part Haul Permits (tickets) as provided by the Seller to keep a written record of each load removed and its destination. The Purchaser agrees to provide names, addresses and phone numbers of all mills and wood buyers which will receive product from the sale of wood from this Contract to the Seller's Representative prior to cutting and delivery of any product under this Contract.
- a. The Purchaser shall use Haul Permits (tickets) in sequence and shall use all the Haul Permits (tickets) in a book before starting another book. Haul Permits (tickets) may only be used on the Contract for which they were purchased.
 - b. The Purchaser shall insure that Haul Permits (tickets) are **completely** filled out before each load of wood products leaves the sale area. The original is to be deposited in the ticket (lock) box.
 - c. The first copy (white copy) of the Haul Permit (ticket) shall be deposited into the on-site ticket lock box prior to leaving the sale area. Tickets must be fully inserted into the lock box slot.
 - 1. Hung tickets will be considered the same as not depositing a ticket. A Haul Permit (ticket) will be considered hung if the ticket is deposited into the ticket box, yet is retractable.
 - 2. Failure to deposit Haul Permits (tickets) in the ticket (lock) box before each load of cut wood products leaves the sale area will be considered a violation of Vilas County Code of Ordinances, Chapter 16.06(2)(c), or § 943.20, Wis. Stats and will result in the charges at two (2) times the mill delivered value of an average load for that specific product.
 - d. The second copy (green copy) of the Haul Permit (ticket) is to accompany the load to the mill. The Purchaser shall provide mill or wood buyer with one copy of each haul permit upon delivery of product. This copy shall be attached to the official mill scale slip and returned to the Vilas County Forestry Department as instructed on the ticket.
 - The Haul Permit provides instructions to the mill/buyer on delivery of information to the Vilas County Forestry Department name and address (on Haul Permit) for each load and requests mills/buyers to provide copies of the scale slips by mail directly to the Vilas County Forestry Department within 15 days of receipt of the wood products. E-mail may also be used if requested directly from the mill. **Note that the 15-day deadline shall begin upon the product leaving the sale area.**
 - The Haul Permit system requires that mill scale slips be returned directly from the mill to Vilas County, mills and buyers that fail to return scale slips directly cannot be utilized under the Haul Permit system and would require woods scale prior to delivery.
 - **The Purchaser shall insure that mills and buyers provide the corresponding mill tickets to match the haul permits within the 15-day deadline.**
 - **Failure by the Purchaser to provide mill scale slips for loads, within the 15-day time frame, will result in load charges as follows: 50 ton per load for weight scaled product, 20 cords for stick scaled cordwood products, 8000 board feet for stick scaled sawlog products. Products with variable priced species contained on individual loads will be charged at the highest price product on the product listing. These charges shall remain**

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once inputted into the Vilas County Forestry Department accounting system and shall not be changed by providing mill slips after the 15-day deadline.

- e. The third copy (manila copy) of the Haul Permit (ticket) shall be retained in the Haul Permit (ticket) book as the Purchaser's record for the loads and products delivered.
- f. The Seller retains the right to stop trucks engaged in hauling activity to inspect the load and compliance with the Mill Scale-Haul Permit system.
- g. After completion of cutting activity, the Purchaser shall have fifteen (15) days to return all remaining mill scale slips to the Vilas County Forestry Department with Haul Permits (copy #2 – green copy) attached. The Haul Permits (tickets) will be reconciled and the Purchaser will be sent a statement of account in which the Purchaser will have seven (7) days to pay any remaining balance. If wood products are not marketed within two (2) weeks of cutting completion, all remaining products will be scaled on the landing, the on-site ticket box will be removed and products will be billed to the Purchaser based upon woods scale. Please refer to Par 1.c. for notification requirements.
- h. Purchaser shall insure that employees or subcontractors do not place Haul Permit (tickets) into the on-site ticket box for any product that was previously scaled and marked as scaled by the Seller's Representative. **Purchaser agrees that violation of this requirement will result in double charges assessed to loads based upon both the woods scale and the mill scale ticket.**
- i. The Seller reserves the right to complete woods scale and billing for value of any product from the premises as may be determined appropriate by the Seller's Representative.

B. Woods Scale-(mandatory for unqualified Contractors, hardwood sawlogs , hardwood bolts, all pole length material, any product pile containing a hardwood sawlog, all products to be delivered to a Purchaser or site without qualified scaling staff or weight scaling equipment, anytime as deemed appropriate by the Seller's Representative.):

- 1. The Purchaser agrees that if determined to be an **un-qualified Contractor by the Seller's Representative, no products may be removed from the premises prior to the Seller's Representative scaling of products** to determine number of cords or board feet. These products can only be removed from the premises when designated as scaled by the Seller's Representative by appropriate marking or painting of the ends of piles or logs.
- 2. The Purchaser agrees that if determined to be a qualified Contractor by the Seller's Representative, no hardwood saw logs, hardwood bolts, pole length products, any product mixed with hardwood saw logs, hardwood bolts or pole length products will be removed from the premises prior to the Seller's Representative scaling of products to determine number of cords or board feet. These products can only be removed from the premises when designated as scaled by the Seller's Representative by appropriate marking or painting of the ends of piles or logs.
- 3. The Purchaser agrees that if any product is to be delivered to a Purchaser or site without qualified scaling staff or weight scaling equipment, no products will be removed from the premises prior to the Seller's Representative scaling of products to determine number of cords or board feet. These products can only be removed from the premises when designated as scaled by the Seller's Representative by appropriate marking or painting of the ends of piles or logs.

Failure to record volumes and products removed from the premises through methods identified in Paragraph 5.A or 5.B. above shall be considered a violation of this Contract, timber theft and a breach of Contract.

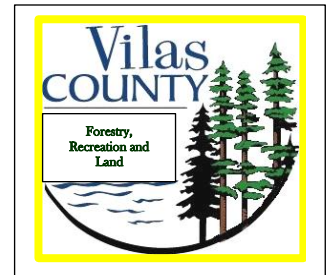
6. SORTING, DECKING, SCALING, CONVERSION FACTORS

- A. Bidding document (Attachment B), will determine product definitions and scaling methods in this Contract.
- B. Three product groups will be recognized including saw logs/poles, cordwood/boltwood, and mixed

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products.

C. **Sorting:** All saw logs/poles, cordwood/boltwood and mixed products must be decked and separated by product and species under this Contract.

D. **Cordwood and Boltwood**, if part of the bidding document (Attachment B), shall be defined as follows:

1. Cordwood and boltwood shall include all aspen, maple, ash, basswood, birch, red oak, pin oak, white pine, red pine, jack pine, spruce, balsam fir.
2. Cordwood and boltwood shall have minimum useable length of 8'.
3. Cordwood and boltwood shall have a minimum diameter of 3 1/2" inside the bark with a maximum diameter of 9 1/2" inside the bark.
4. Any product pile with a mixture of maple, ash, basswood, birch, red oak, pin oak shall be considered hardwood cordwood or hardwood boltwood depending upon diameters of the small ends. Piles shall be tightly packed with air space minimized to allow for accurate scale. Purchaser agrees to assume loss of volumes related to improperly packed cordwood/boltwood piles.
5. Any product pile sorted with diameter ranges greater than 8" and less than 10" diameter on the small end shall be considered boltwood. All boltwood composed of maple, ash, basswood, birch, red oak, or pin oak shall be considered hardwood boltwood and requires scaling by the Seller's Representative prior to leaving the premises.
6. **Units of scale** for stick scaled cordwood and boltwood will be a cord. A cord is defined as having the following dimensions - 4'x4'x100" or 133 cubic feet when stick scaled. When stick scaled the scale weight conversion will utilize the Cordwood Weight Conversion Factors in WDNR Timber Sale Handbook 2461. All cordwood or boltwood will be charged based upon actual weight or cord to weight conversion.
7. Products larger than 9 1/2" inside the bark and not meeting sawlog grade standards in Paragraph E.6. below may be placed into cordwood or boltwood piles following inspection and approval by the Seller's Representative.
8. If cordwood/boltwood lengths other than 100" are produced, cubic feet will be measured from the product piles and cord volumes will be calculated utilizing the 133 cubic feet per cord conversion.

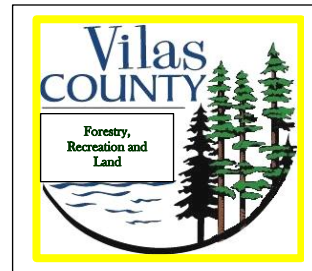
E. **Sawlogs/Poles**, if part of the bidding document (Attachment B), shall be defined as follows:

1. **Units of scale** for stick scaled Sawlogs/Poles shall be per 1000 board feet, also known as MBF. The Scribner Decimal C Log Rule shall be used for scaling logs and poles.
2. **Sorting:** Sawlogs/poles shall be decked placing the small ends facing the roadside. When decks contain logs or poles of more than one length, the log length shall be marked on the small end. Deck height shall not exceed six feet. Poles longer than 20' (twenty feet) must be laid out individually on the ground with the small ends facing the same direction with pole lengths indicated on the small end.
3. **Species Limitations:** Sawlogs shall include only maple, ash, basswood, birch, red oak, pin oak, red pine, white pine unless otherwise indicated in Timber Sale Map and Harvest Regulations Attachment A or the Accepted Bid Form Attachment B.
4. Minimum useable length of 8'.
5. Minimum diameter of 10" inside the bark on the small end with no maximum

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diameter.

6. **Stem quality must meet the minimum grade 3 sawlog standard as defined by the Wisconsin and Michigan Timber Producers scaling specification.**
 7. Products meeting minimum size requirements as a sawlog but not meeting grade 3 standards shall be sorted separately for inspection. **All products which meet the minimum 10" diameter, not separated from piles for grade inspection, shall be scaled and charged to the Purchaser as a sawlog.**
 8. Products meeting minimum diameter, grade 3 quality standards even lengths from 8ft. to 16 ft. shall be considered sawlogs.
 9. Any product longer than 16 ft. shall be considered a pole and must be scaled utilizing the Scribner Decimal C scale stick by the Seller's Representative.
- F. Mixed Product- Roundwood:** if part of the bidding document (Attachment B), products including pine and conifer sawlogs, pulpwood and cordwood may be mixed together for one scale at one per ton price. All mixed product-roundwood shall be sold by weight. When stick scaled, the stick scale to weight conversion will utilize the Cordwood Weight Conversion Factors in WDNR Timber Sale Handbook 2461.
- G. Mixed Product- Chipped:** All mixed product-chipped shall be sold by weight, all billing will be based upon weight recorded by mill weight scales. Purchaser agrees to exclude products which meet sawlog or hardwood boltwood specifications from the chipping process.
- H. Conversion Factors** from cords to MBF (thousand board feet) will be 2.44 cords per MBF for softwoods and 2.20 cords per MBF for hardwoods. Use of these conversions will be at the discretion of the Seller's Representative based upon scaling method chosen.
- I. Peeled products-** 12.5% will be added to the volume of hand peeled or ring debarked volume and 25% will be added to other machine peeled volumes to compute the equivalent unpeeled volume. Volumes produced by chipping operations will be determined by the Cordwood Weight Conversion Factors in WDNR Timber Sale Handbook 2461.

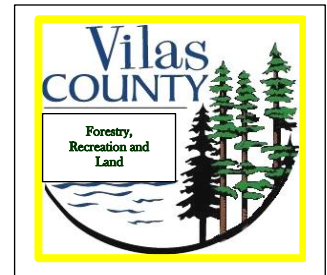
7. PAYMENTS, ADVANCE PAYMENT REQUIREMENT, INTEREST

- A. All payments to the Seller from the Purchaser will be cash, Certified Check, or money order unless other arrangements are approved in writing by the Seller or Seller's Representative. Submission of payments for more than one sale must be by separate Certified Check or money order.
- B. Advance payment deposits shall be made by the Purchaser to pay for stumpage values in relation to cutting capabilities in advance of removal of timber products from the premises as identified in Paragraph 5(a) or 5(b). Seller's Representative may suspend operations at any time for failure to make advance payments under Paragraph 5(a) or 5(b), until such a time that the Purchaser provides adequate payments or security deposits to the Seller, as determined by the Seller's Representative.
- C. An advanced payment to the Seller from the Purchaser, not required within this Contract, may be made at any time desirable by the Purchaser. Seller recommends to the Purchaser to review detailed reports and make payments in advance whenever the balance due approaches 50% of the performance deposit amount. Seller's Representative may suspend operations at any time for failure to make advance payments until such a time that the Purchaser provides adequate payments or security deposits to the Seller.
- D. **Purchaser shall pay any invoice received from the Seller within 7 business days of invoice date.** Failure to pay within the 7-day time requirement will be considered breach of Contract and may result in appropriate actions under this Contract by the Seller's Representative. Seller's Representative may suspend operations at any time for failure to meet 7-day payment requirements until such a time that payments have been made and received.
- E. Overdue balances will be charged an interest penalty at the rate of **24% per year** for each day balances are past due. The penalty will be calculated by this formula: (amount past due) X (.000658) X (# of days

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past due).

8. CONTRACT STUMPAGE ACCOUNT- ACCOUNTING AND MINIMUM BALANCE REQUIREMENTS

- A. Seller will track advanced payments and actual stumpage value in a dedicated Contract Stumpage Account.
- B. Seller shall provide a detailed report of Contract Stumpage Account to the Purchaser at regular intervals.
- C. Seller shall reconcile Haul Permit System products each time mill scale tickets are received. Woods scale values shall be input into the Contract Stumpage Account following actual scale by Seller's Representative.
- D. Seller shall provide invoice to Purchaser for all woods scaled products each time wood scale is input into the Contract Stumpage Account.
- E. Seller shall provide an invoice to the Purchaser for reconciliation of Haul Permit System products when balance plus weekly production rates exceed 50% of the performance deposit value.
- F. The Purchaser, **upon commencement of operations**, shall remit and maintain a minimum positive stumpage account balance which is no less than \$ _____ (10% of estimated total **Contract value based upon bid**). Minimum positive balance shall include both advanced haul permit purchase receipts and mandatory minimum deposits for woods scale products which may be decked on the premises. Seller's Representative may suspend operations at any time for failure to maintain the required minimum account balance.

9. REMOVAL WITHOUT PAYMENT

- A. Timber or other forest products may not be removed from the premises until paid for as provided in this Contract or other guarantees for payment have been made with and to the satisfaction of the Seller's Representative so as to authorize its cutting and removal.
- B. Upon removal of timber or other forest products in violation of this Paragraph, the Purchaser agrees to pay as liquidated damages double the mill value of the timber removed, and in addition to pursuing its remedies for breach of Contract, the Seller may seek charges against the Purchaser for timber theft, criminal damage to property on any violation of administrative rule or ordinance.

10. TITLE TO TIMBER

- A. Title to timber or forest products cut under this Contract shall remain with the Seller until payments as required in the Contract is received by the Seller or written authorization to remove the timber or forest products has been given by the Seller's Representative.
- B. The Seller shall bear the risk of loss or damage to the timber until payment is received unless such damage is caused by action or inaction of the Purchaser, the Purchaser's agents or employees.

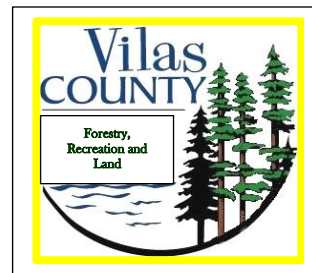
11. PAYMENT SCHEDULE

- A. The Purchaser agrees to pay payments for timber removed under this Contract in the amount and in accordance with the payment schedule and its conditions which is attached and made a part of this Contract. Payment shall be in a form acceptable to the Seller.
- B. The volume of timber indicated in this Contract or other appraisal or cruise documents of the Seller are estimates. The Seller gives no warranty or guarantee respecting the quantity, quality or volume of the marked or otherwise designated timber or forest products on the premises. Estimated volumes to be harvested and payment rates by products on this Contract are as follows:

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Species	Product	Estimated Quantity	Approved Bid Value/Unit
Mixed Conifer	Mixed Product	_____ Tons	\$_____ per ton
Hardwood Pulp	Cordwood	_____ Tons	\$_____ per ton
Hardwood Bolts	Bolts	_____ Cords	\$_____ per cord
Sugar Maple	Sawtimber	_____ MBF	\$_____ per MBF

12. CUTTING REQUIREMENTS AND HARVEST REQUIREMENTS

- A. The "Harvest Regulations" on the attached Timber Sale Map are made a part of this Contract.

13. UTILIZATION SPECIFICATIONS

- A. Cut wood products will be utilized to a minimum specification of a 100-inch stick with a minimum four-inch top diameter inside the bark.
- B. Tracts or designated species purchased, as whole tree volume must utilize the whole tree.
- C. Any change in utilization as specified in this Contract will result in an amendment of stumpage prices.
- D. A penalty of up to double the mill rate as determined by the Vilas County Forestry Department shall be imposed for the volume of marked or designated trees left uncut or undesignated trees cut or damaged and timber not utilized in tops and stumps.

14. RESIDUAL DAMAGE AND WASTE

- A. The Purchaser agrees to complete all operations and performance as described in the Contract without waste or nuisance on the premises and any other property of the Seller and use all reasonable care not to damage trees not designated for marked for cutting.
- B. Excessive damage to residual timber stands must be avoided. Trees bent or held down by felled trees shall be promptly released. Trees damaged through normal cutting operations may be designated for cutting by the Seller's Representative, harvested (if merchantable), and paid for at the rate specified. For species and product not identified in this Contract, the Seller's Representative shall appraise the value of the damage and assess appropriate charges.
- C. Damage to residual timber stands shall be considered excessive if the damage to individual trees on any one acre exceeds 5% of the residual basal area. If damage to residual trees exceeds the standards set forth in this Contract, the Purchaser shall submit to the Seller or its agent a written mitigation plan. The Purchaser will be subject to liquidated damages as identified. Additional penalties may be imposed that include termination of this Contract and forfeiture of all or a portion of the performance bond.
- D. Excessive damage includes broken tops that render the tree useless as a future crop tree, wounds that discolor wood causing lower wood quality, and bark or limb injuries that provide routes of infection into previously healthy trees. Bark abrasion is one of the most significant types of damage that can occur during harvest operations. When this type of major damage occurs, it greatly reduces the quality and quantity of future wood products by causing stain or decay in the high-value butt log. In fact, damage of this type can result in a 50 percent chance of tree mortality. Basal wounds are more likely to become infected, and decay is usually more extensive than in wounds higher on trees.
- E. Excessive damage to an individual tree is further defined as one or more of the following:

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1. Broken branches – more than 25% of the crown is destroyed.
2. Root damage – more than 25% of the root area is exposed or severed within the drip line of the tree's crown.
3. Any bole or tree broken off.
4. Any tree tipped more than 10 degrees from its vertical position.
5. Bark abrasions on the bole, roots, or limbs that remove an area of the outer bark of the tree that is equal to or greater than 50 square centimeters (or 9 square inches – 3" x 3").

15. STUMP HEIGHTS

- A. Maximum stump height shall not exceed 10 inches unless specified otherwise in the "Harvest Regulations" of the Timber Sale Map. **A \$10 penalty** shall be assessed for each stump not meeting stump height restrictions as identified in this Paragraph or in the "Harvest Regulations" of the Timber Sale Map as attached.

16. ZONE COMPLETION

- A. The Purchaser agrees to complete all operations on each portion of the sale area or each zone as designated on the sale area map or in the cutting requirements before beginning cutting on the next portion or zone to the satisfaction of the Seller's Representative, unless agreed to otherwise by the Seller's Representative.
- B. All trees marked or otherwise designated by this Contract shall be cut progressively and to the satisfaction of the Seller's Representative whether or not the quantity or quality of such timber is more or less than the estimates comprising the operational specifications.

17. FOREST RESOURCE PROTECTION- FIRE, TREE DISEASE, INVASIVE INSECTS AND INVASIVE PLANTS, NATIONAL HERITAGE INVENTORY (NHI) AND HISTORIC SITES

A. FOREST FIRE PREVENTION

1. The Purchaser agrees to take reasonable precautions to prevent the starting and spreading of fires. Those precautions include, but are not limited to:
 - a. A minimum of one fully charged 5 pound or larger ABC fire extinguisher with a flexible spout shall be carried on each off-road logging vehicle and properly maintained by the Purchaser or its Representatives.
 - b. All chainsaws and all non-turbocharged off-road logging machines utilized shall be equipped with spark arrestors which meet the requirements of U.S. Forest Service specifications. Such arrestors may not be altered in any manner or removed and shall be properly maintained by the Purchaser or its Representative.
 - c. If a fire occurs, the Purchaser agrees to promptly cooperate in the control and suppression of the fire.
 - d. The Purchaser shall comply with all requests regarding forest fire prevention and suppression made by the Seller's Representative and take all reasonable precautions to prevent, suppress and report forest fires. Purchaser agrees that request may include ceasing or modifying operations as determined appropriate by the Seller's Representative.
 - e. The Purchaser retains responsibility for damage and forest fire suppression costs, including cost and responsibilities as identified on SS 26.14 and 26.21 Wisconsin Statutes, for damage and costs caused by the operations, actions, or inactions by the Purchaser or the Purchaser's Representatives.

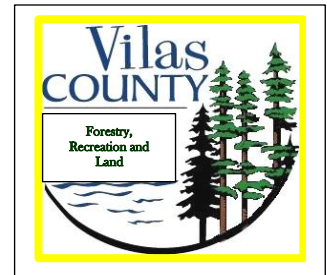
B. TREE DISEASE AND INSECTS

The Vilas County Forest is at risk from introduction of Heterobasidion Root Disease which

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affects pines and balsam fir, bark beetles that affect pine species and Oak Wilt fungus which affects oak species. In an effort to protect the forest from these threats, the Purchaser agrees to the following complete measures to protect the forest from disease:

1. The Purchaser shall not enter any Vilas County Forest lands or the premises with any Off-Road Equipment without having cleaned such equipment of all soil from the previous harvest and shall only enter the premises harvest following adequate cleaning as determined by the Seller's Representative. If previous job(s) included entering stands with confirmation of Heterobasidion Root Disease, Purchaser must clean logging equipment (tires, cutting head, etc.) with pressured water prior to entering the premises.
2. _____ (Check if applicable) The timber on the premises contain white pine, red pine or balsam fir and if HRD is confirmed in the stand or is identified in Vilas County or an adjacent county, the Purchaser **agrees to follow the Heterobasidion Root Disease (HRD) requirements as in attachment C**. Additional guidance is located within the "Harvest Regulations" on the Timber Sale Map, attachment A.
3. _____ (Check if applicable) The timber on the premises contain white pine, red pine or jack pine. To reduce the risk of damage to residual trees by bark beetle infestations during harvesting operations, **all cut pine products will be required to be removed from the sale area within 14 days during the period of May 15 to August 15 in one or more cutting units on the premises**. Additional guidance is contained within the "Harvest Regulations" on the Timber Sale Map, attachment A.
4. _____ (Check if applicable) The timber on the premises contains red oak, the Purchaser agrees to follow Oak Wilt restriction guidelines. The Contractor **may not conduct roadwork, skidding, or cutting from April 15 through August 5 in one or more cutting units on the premises**. Additional guidance is contained within the "Harvest Regulations" on the Timber Sale Map, attachment A.

C. INVASIVE INSECTS AND INVASIVE PLANTS

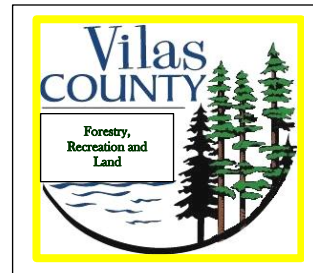
The Vilas County Forest is at risk from introduction invasive insects including emerald ash borer and jack pine bud worm and a wide variety of invasive plants which affect a wide variety of forest habitats. In an effort to protect the forest from these threats, the Purchaser agrees to complete the following measures to protect the forest from invasive insects and invasive plants:

1. The Purchaser shall not enter any Vilas County Forest lands or the premises with any Off-Road Equipment without having cleaned such equipment of insect larvae, insects, seeds, soil, vegetative matter, and other debris that could contain or hold seeds or plant material of invasive species as identified and defined by the Wisconsin DNR in **Ch. NR 40**. For purposes of this provision, "Off-Road Equipment" includes all logging and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks, cars, and similar vehicles.
2. Prior to moving any Off-Road Equipment subject to the cleaning requirements set forth above, the Purchaser shall provide the Seller's Representative information on the cleaning measures undertaken or provide a letter from an independent resource professional stating that equipment was inspected prior to moving to its current location and that there are no known invasive species at that site.
3. Seller's performance of equipment inspection: Purchaser shall provide the Seller's Representative 24-hour advanced notice requesting an equipment inspection and make the equipment available for inspection at the Vilas County Forestry Department located at 2112 N. Railroad Street, Eagle River, WI or an agreeable alternate location. Equipment shall be considered clean when a visual inspection does not disclose seeds, soil, vegetative

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matter, and other debris that could contain or hold seeds or plant material. Purchaser shall not be required to disassemble equipment unless so directed by the Seller's Representative, for reason, during inspection.

4. Purchaser agrees that authorization to enter the premises will only occur after satisfactory equipment inspection or verification of cleaning compliance by the Seller's Representative.

D. NATIONAL HERITAGE INVENTORY AND HISTORIC SITES

____ (Check if applicable) The Vilas County Forest has populations of and provides habitat to many plant and animal species that are listed as endangered, threatened or species of concern. The forest also has archaeological and burial sites that must be protected by law. One or more of these species, habitats or sites have been identified within a 1-mile or 2-mile buffer of the premises. In an effort to protect these species and habitats and/or archaeological or burial sites, operating restrictions have been placed on one or more cutting units on the premises. Additional guidance is contained within the "Harvest Regulations" on the Timber Sale Map, attachment A.

18. SLASH

- A. Purchaser agrees to comply with State Slash Law, §26.12(6), Wis. Stats., including but not limited to:
 1. Slash falling into any lake, in any right-of-way, or on land of an adjoining landowner shall be immediately removed from the waters, right-of-way or adjoining land. Tops from felled trees may not be left hanging in standing trees. All trees shall be completely felled and not left leaning or hanging in other trees.
- B. Purchaser agrees to maintain roadways and trails in conditions free from brush and waste resulting from operations. Roadway and trail conditions standards shall be to the satisfaction of the Seller's Representative. Purchaser agrees that additional requirements may occur in areas of established recreational trails.
- C. Purchaser agrees to scatter waste wood, tops, and stumps to reduce the height to less than 2 feet and enhance the visual aesthetics of the area to the satisfaction of the Seller's Representative.
- D. Purchaser agrees to other slash disposal requirements specific to this sale area as defined in attached "Harvest Regulations" and Timber Sale map.
- E. Title to tops and slash shall remain with the Seller and may not be utilized by the Purchaser, or at the Purchaser's direction, unless otherwise specified in this Contract.

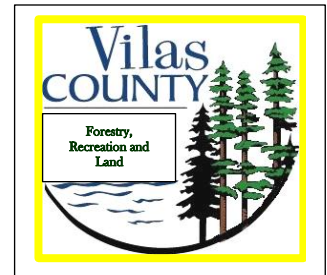
19. CLEANUP AND USE OF THE SALE AREA

- A. The Purchaser shall remove, to the satisfaction of the Seller's Representative, all equipment, tools, solid waste, oil filters, grease cartridges, trash and debris from the premises when requested by the Seller's Representative, upon completion of the performance on this Contract or upon termination of this Contract due to breach by the Purchaser.
- B. No residence, dwelling, permanent structure, or improvement may be established or constructed on the premises or other property of the Seller.
- C. The Purchaser agrees to properly use and dispose of all petroleum products, including but not limited to oil, hydraulic fluid, and diesel fuel. Any on-site spillage must be properly removed and cleaned up by the Purchaser in conformance with BMP standards and to the satisfaction of the Seller's Representative. Any on-site spillage must be reported to the DNR according to §292.11, Wis. Stats., and must be removed and cleaned up by the Purchaser. All costs associated with the cleanup will be the responsibility of the Purchaser.
- D. No litter shall be deposited on the sale area, or on access route to the area. This includes such material as empty oil cans, broken equipment parts, and lunch containers. A \$10.00 penalty will

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be imposed for each time litter is noted and documented on the sale area by the Seller's Representative.

20. ROADS, TRAILS, LANDING, MILL SITES, CAMPSITES

- A. Prior to location, construction, and use of logging roads, mill sites, temporary campsites, and landings the Purchaser shall request advance approval and on-site inspection by the Seller's Representative.
- B. All facilities used or constructed by the Purchaser shall be operated, maintained, and restored to the satisfaction of the Seller's Representative prior to termination or completion of this Contract.
- C. Purchaser shall repair damage to existing roads and trails to a condition equal to or better than conditions prior to logging activity to the satisfaction of the Seller's Representative.
- D. Purchaser agrees that logging roads and trails that intersect town, county, or state roads must have the intersections approved by the proper authorities and proof submitted to the Seller's Representative prior to construction. All unsightly debris accumulated at the time of construction or during operations shall be removed to the satisfaction of the Seller's Representative.
- E. Purchaser agrees that no decking or skidding is allowed on any County Forest Road, Town Road, County, or State Highway regardless of permission from any authority.

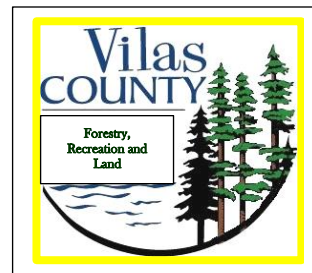
21. RECREATIONAL TRAILS

- A. _____ (Check if applicable) Purchaser agrees to additional responsibility for operations that impact established recreational trails. Additional guidance is contained within the "Harvest Regulations" on the Timber Sale Map, attachment A.
- B. When Purchaser's operations or hauling impact established recreational trails on the premises or other lands owned by the Seller, Purchaser retains the responsibility of adequate posting of warning signs including "Logging ahead" or "Trucks hauling" when operations or hauling directly impact established recreational trails, including but not limited to Snowmobile and ATV/UTV trails. Purchaser may contact the Seller's Representative or trail clubs responsible for trail segments impacted for temporary signage and assistance with this requirement.
- C. When Purchaser's operations or hauling impact established recreational trails on the premises or other lands owned by the Seller, decking of product on Snowmobile Trails during the period of December 1 through March 31 or on ATV Trails during periods of when ATV trails are open to the public shall be avoided. Any decking of product of established trails will require advanced written approval of the Seller's Representative.
- D. When Purchaser's operations or hauling impact established recreational trails on the premises or other lands owned by the Seller, **Purchaser agrees to protect trail signs established on the premises to the highest extent possible. If trail signs are damaged or removed due to operational requirements, the Purchaser retains the responsibility to collect the signs and directly contact the trails club operating the trail segment to properly replace signs as required for trail operations and safety.**
- E. When Purchaser's operations or hauling impact established recreational trails on the premises or other lands owned by the Seller, Purchaser agrees that plowing of snowmobile trails during the period of December 1 through March 31 will only be completed in such a manner which maintain snow cover on the trail at all times. These trails shall be plowed as wide as practical to allow passage between snowmobiles and vehicles, trucks, or equipment. Where plowing to allow passage is not practical, the Purchaser shall plow and maintain as many turn-offs as practical to provide snowmobilers a safe place to pull off the trail.
- F. In the event the Purchaser has an equipment or vehicle breakdown on any established

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recreational trail and is unable to remove the equipment or vehicle from the trail, the Purchaser shall notify the Forestry Department within one hour and place and maintain reflective hazard markers on either side of the equipment to alert trail users of the hazard, until the equipment or vehicle can be removed.

- G. All berms or vehicle access control structures on hunter walking trails removed must be temporarily replaced at the edge of sale boundaries to control public vehicle access to these trails when this Contract is operational and/or open. When Contracts are completed, berms and vehicle access control structures must be replaced at original locations and temporary berms or vehicle access control structures shall be removed and/or leveled to the satisfaction of the Seller's Representative. **The Purchaser retains responsibility for trail and road damage outside of the premises due to failure to contain public traffic into these areas.**

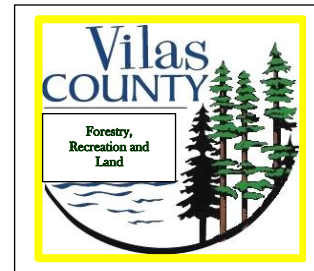
22. SOIL DISTURBANCE, EROSION, GULLYS, RUTTING, EROSION CONTROL, MITIGATION BEST MANAGEMENT PRACTICES (BMP'S)

- A. Purchaser agrees that all operations on the premises shall occur only during dry or frozen ground conditions. The Purchaser shall take all steps and precautions to avoid and minimize soil disturbances such as erosion, soil compaction and rutting. If soil disturbances occur, the Purchaser agrees to mitigate and repair any and all soil disturbance to the satisfaction of the Seller's Representative.
- B. Definitions:
1. A gully is an erosion channel cut into the soil along a line of water flow.
 2. A rut is an elongated depression in a trail or roadway caused by dragging logs, by wheels or by tracks of harvesting machinery. Ruts are often exacerbated by erosion from uncontrolled storm water runoff.
 3. A primary skid trail is used for three or more passes.
 4. A secondary skid trail is used for one or two passes.
 5. Depth: The depth is to be measured from the original soil surface to the bottom of the depression. If individual lug depressions are visible, the depth will be measured to the lesser of the two depths (the "top" of the lug).
 6. Excessive soil disturbance is defined as follows:
 - a. On logging roads, landings, primary skid trails, and general harvest areas:
 - A gully or rut which is 6" deep or greater and resulting in channelized flow to a wetland, stream, or lake.
 - In an upland area (outside of RMZ) a gully or rut is 10" deep or greater and 66' long or greater.
 - b. On secondary skid trails and general harvest areas:
 - A gully or rut which is 6" deep or greater and 66' long or greater.
 - c. In any wetland or riparian management zone as defined by Wisconsin Best Management Practices for Water Quality (BMP's):
 - A gully or rut which is 6" deep or greater and 66' long or greater.
 7. Non- Excessive soil disturbance is defined as follows:
 - a. Any soil disturbance of concern to the Seller's Representative not meeting thresholds of Paragraph 21.B. 6. (a), (b), or (c).
- C. Excessive Soil Disturbance Mitigation Requirements:
1. Purchaser shall contact the Seller's Representative in any event of excessive soil disturbance.
 2. Classifying a soil disturbance as 'excessive' does not mandate closing of a timber sale or a forest road; however, actions are required to minimize further soil disturbances.

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3. Purchaser shall complete mitigation activities to address soil disturbances as directed by the Seller's Representative. Mitigation activities may include but are not limited to leveling, filling and installation of water diversion structures. Seller retains the right to withhold liquidated damages to address any non-excessive soil disturbance not adequately addressed by the Purchaser.
- D. Non-Excessive Soil Disturbance Mitigation Requirements:
 1. If disturbance is on the premises, Purchaser shall evaluate disturbance and determine mitigation actions and complete mitigation actions to address disturbance.
 2. If the soil disturbance occurs on a county forest road that is not part of an ongoing timber sale Contract, a Seller's Representative will evaluate what actions are needed to address the disturbance and direct the Purchaser to complete mitigation as necessary.
 3. The Seller's Representative will evaluate the premises prior to closing the Contract to ensure that all soil disturbances are properly addressed. The Purchaser agrees to complete all mitigation as required by the Seller's Representative prior to closure of this Contract. Seller retains the right to withhold liquidated damages to address any non-excessive soil disturbance not adequately addressed by the Purchaser.
- E. The Purchaser is responsible for adhering to Wisconsin's Best Management Practices for Water Quality. Non-compliance with BMPs for Water Quality will result in cessation of all Contract activity and may result in termination of this Contract and forfeiture of all or part of the performance deposit. If damages exceed the value of the performance deposit, the Seller reserves the right to seek legal action to assure repair to the affected area.

23. SURVEY MONUMENTS

- A. Purchaser shall be responsible for knowledge of the boundaries of the sale area, and shall be liable for all trespass committed by the Purchaser outside of such boundaries.
- B. The Purchaser agrees to pay for the cost of repair or replacement of any land survey monuments or accessories that are removed, destroyed, or made inaccessible. In the event that the deposit placed by the Purchaser under Condition 4 is insufficient to cover such costs, §59.74, Wis. Stats., "Perpetuation of Landmarks" may be enforced.
- C. Trees painted to mark either legal or sale boundaries shall not be cut. All trees felled across property boundary lines must be pulled back into Vilas County Forest property and the sale area before being limbed and topped. All slash must be pulled away from the boundary line to allow unencumbered access to the property lines for maintenance.

24. INDEMNIFICATION

- A. The Purchaser agrees to protect, indemnify, and save harmless the County, its Representatives, and employees from and against any and all causes of action, claims, demands, suits, liability or expense by reason of loss or damage to any property or bodily injury to any person, including death, as a direct or indirect result of timbering operations or in connection with any action or inaction of the Purchaser, who shall defend the County in any such cause of action or claim.

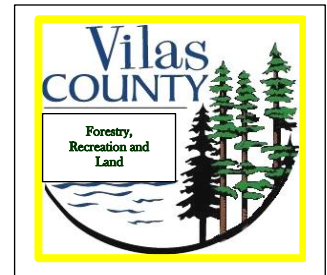
25. INDEPENDENT CONTRACTOR

- A. The Purchaser is an independent Contractor and not an employee or agent of the Seller for any purposes including Worker's Compensation.
- B. The Seller agrees that the Purchaser shall have sole control of the method, hours worked, and time and manner of any performance under this Contract other than as specifically provided herein.
- C. The Seller reserves the right only to inspect the job site or premises for insuring that the performance is progressing or completion complies with the Contract.
- D. The Seller takes no responsibility for supervision or direction of the performance of the

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Contract to be performed by the Purchaser or the Purchaser's employees or agent.

- E. The Seller further agrees that it will exercise no control over the selection and dismissal of the Purchaser's employees or agents.

26. INSURANCE; NOTIFICATION

- A. Purchaser shall provide a Certificate of Insurance naming Vilas County as an "Additional Insured". The insurance shall be in an amount no less than \$1,000,000 single limit per occurrence, including coverage of \$1,000,000 for bodily injury, including death, and \$1,000,000 property damage. Insurer shall notify the Vilas County Forestry Department within five days of any change.
- B. The Purchaser, prior to any performance under the Contract, shall provide the Seller with a Certificate of Insurance indicating that Worker's Compensation Insurance coverage is provided for all employees regardless of exemptions in §102, Wis. Stats., working under this Contract. Such Certificate shall further include the condition that the Insurer shall notify the Vilas County Forestry Department within five days of any change in its terms or twenty days prior to its termination.

27. NONDISCRIMINATION

- A. In connection with the performance of work under the Contract, the Purchaser agrees not to discriminate against an employee or applicant for employment because of age, race, religion, color, sex, handicap, physical condition, or developmental disability as defined in §51.05(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off or termination, pay rates or other forms of compensation, and selection for training, including apprenticeship.
- B. Except with respect to sexual orientation, the Purchaser further agrees to take affirmative action to ensure equal employment opportunities.
- C. The Purchaser agrees to post in a conspicuous place available for employees and applicants for employment, notices to be provided by the Purchaser setting forth the provisions of this nondiscrimination clause.

28. ASSIGNMENT

- A. Neither this Contract nor any right or duty in whole or in part by the Purchaser under this Contract may be assigned, delegated, or subcontracted without the written consent of the Seller.

29. ENTIRE CONTRACT; REVISIONS AND AMENDMENTS

- A. This Contract, together with the specifications in the bid request and referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to this Contract are hereby superseded.
- B. Any contractual revisions including cost adjustment and time extensions must be made by an amendment to this Contract or other written documentation, signed by both parties at least 30 days prior to the ending date of this Contract.

30. CONTRACTING PARTIES

- A. In this Contract, the Seller and Purchaser shall include their respective officers, employees, agents, directors, partners, Representatives, successors, heirs, members and servants.
- B. If the Purchaser ceases to exist, in fact or by law, the Seller may terminate this Contract without waiving any remedies available to it and take all action necessary to assure its performance.

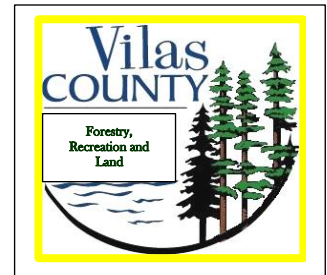
31. INSPECTION

- A. The Seller reserves the right to delay or terminate work under this Contract if it is so determined to be in the best interest of Vilas County. The decision of the Seller, acting on the advice of the Seller's

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Representative after verifying or denying the Purchaser's compliance with the terms of this Contract, shall be final.

- B. The Seller retains for itself the right of ingress and egress to and on the sale across any access acquired by the Purchaser and may inspect the premises, equipment, and trucks hauling forest products or traveling on, to or from the sale area at any time. If the inspection reveals any violations of this Contract, the Purchaser shall promptly take measures to remedy the violation as identified.
- C. The Seller's Representative may terminate the Purchaser's operations upon oral notice to the Purchaser. Upon receipt of the notice, the Purchaser shall cease operations until the Seller's Representative approves resumption of operations. Continued occupancy and operations without approval shall be considered and enforced as a trespass.

32. PROPERTY ACCESS

- A. Other than access as approved for the public to County lands, the Purchaser has no access or privilege to go upon the Seller's property other than to comply with this Contract and may not authorize access or use to others except for the sole purpose of performing this Contract.
- B. **Any access across private lands, other lands, or roads not owned and operated by Vilas County is the responsibility of the Purchaser. The Seller assumes no responsibility to assure access across private lands, other lands or roads which may affect the Purchaser's responsibility to complete work under this Contract.**

33. OTHER CONDITIONS

- A. **Federal, State, and Local Regulations Compliance:** Purchaser agrees to comply with all applicable federal state and local laws or regulations in connection with the performance of this Contract. The Purchaser is responsible to comply with, and assure compliance by all employees or subcontractors with, all Occupational Safety and Health Act (OSHA) requirements for the health and safety of Purchaser's employees, including provisions relating to danger trees. In addition, the Purchaser agrees to notify, and obtain agreement from, the Seller if the Purchaser intends to modify performance required under this Contract for the purpose of compliance with OSHA requirements.
- B. **Multiple Contracts with Seller:** Successful bidders on more than one tract must complete each tract before moving into a new tract. All previous Contracts must be completed before new tracts can be started. Permission to cut in more than one tract at a time is subject to Seller's Representative approval. **Purchasers with existing Contracts in default or beyond completion dates will not be approved for additional Contracts.**
- C. **Release of Mill and Purchase Records:** Seller reserves the right to request mill and purchase records, from any vendor purchasing product from the Purchaser, for times and dates that the Purchaser is operating on the premises. Purchaser agrees that the mill and purchase records shall be released to the Seller for these time frames and that the Purchaser will execute a letter or form from the Purchaser to any vendor to provide mill and purchase records to the Seller upon request of the Seller's Representative.
- D. **Firewood cutting will not be allowed on active timber sales:** Any firewood sold will be paid for at the Contract stumpage rates. The Purchaser and his employees may remove up to 10 cords of non-merchantable wood for their personal use with a valid firewood-gathering permit. Non-merchantable wood is defined as any part of a tree not capable of being cut to a 100-inch length with a small end diameter of 4 inches or larger, or with rot or defects which precludes sale as cordwood, boltwood, or sawlog products. **Removal of non-merchantable firewood from the premises requires prior inspection and approval of the Seller's Representative.**

34. ATTACHMENT

TIMBER SALE CONTRACT VILAS COUNTY, WISCONSIN

TIMBER SALE TRACT # _____

TIMBER SALE CONTRACT # _____



Attachment A-Timber Sale Map and Harvest Regulations shall be part of this Contract.
Attachment B-Accepted Bid Form shall be part of this Contract.

35. ACCEPTANCE

Dated this _____ day of _____, 2020

Seller, Chair of Vilas County Forestry, Recreation and Land Committee

Purchaser

Purchaser Name: _____

Purchaser Address: _____

Purchaser Phone: () - _____

Purchaser Email: _____