UNITED STATES DEPARTMENT OF THE INTERIOR

# Bureau of Indian Affairs

**ESTIMATED VOLUME CONTRACT**

**ALLOTMENT SUPPLEMENTARY AGREEMENT**

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With approval of this Allotment Supplementary Agreement this agreement becomes part of and subject to all of the provisions contained in Contract Name and Number:

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This Agreement provides additional information specific to Allotment Number:

1. Parties to the Contract

**Purchaser** is the same as A2 of the Estimated Volume Contract referenced above, which is modified to add:

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**Seller Name:**

1. Forest Products Sold

The Seller agrees to sell to the Purchaser and the Purchaser agrees to buy, in accordance with the terms and conditions of the above referenced contract, this Allotment Supplementary Agreement, and the Part B Standard Provisions, the merchantable forest products designated for harvest as shown in the table in 6 below.

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1. Contract Dates

Unless this contract is extended by an extension of contract number:

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and in accordance with B2.10 of the Standard Provisions, the Purchaser must cut and pay for all forest products on this tract on or before:

1. Allotment Description

and includes the following approximate Sale Area and Harvest Block Acres shown by Allotment, Tract, and Section:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Allotment Number | Township | Range | Section | Sale Area Acres | Harvest Block Acres |
|  |  |  |  |  |  |

The sale area boundary and harvest blocks are shown approximately on the map attached as Exhibit A, which is a part of this contract. The harvest block boundaries have been marked or identified as follows:

1. Designation of Forest Products for Harvest

Estimated Volume and Value of Designated Forest Products for this allotment is:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Species** | **Product** | **Unit of Measure** | **Estimated Volume** | **Rate** **per Unit** | **Estimated Value** |
|  |  |  |  |  |  |
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|  |  |  |  |  |  |
|  |  | **Totals** |  |  |  |

The volume stated above is an estimate only and is not a guarantee or a limitation of the volume designated for harvest.

1. Payments

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**Advance Payment** of

must be made within 30 days of the signing of this agreement or prior to Purchaser’s operation, whichever occurs first.

The Purchaser must pay for all forest products in accordance with Part A of the Estimated Volume Contract listed above.

1. Special Provisions
2. Signatures and Effective Date

This agreement is between the **Purchaser** and the **Seller** which can be **Allottees with Power of Attorney** (POA) forms or a **single owner Allottee,** and becomes effective on the date of signature by the Approving Officer. Witnesses are required if Purchaser is other than a corporation.

|  |  |
| --- | --- |
| **Purchaser** | |
| Name of Corporation, Company or Individual |  |
| Signature & Date |  |
| Name & Title |  |
| **Seller - Allottee Legal Representative** | |
| Signature & Date |  |
| Name & Title |  |
| **Approving Officer** | |
| Signature & Date |  |
| Name & Title |  |

**Instructions for Completion of 5-5326 Allotment Supplementary Agreement**

Additional information regarding specifics of various areas of this contract can be found in 53 IAM 3-H, Harvest of Forest Products handbook. This Allotment Supplementary Agreement may be used in conjunction with an Estimated Volume form (BIA Form 5-5324) which is designated as Part A.

1. Header

The header must not be altered or deleted.

In the upper left corner:

BIA, Office of Trust Services

Division of Forestry

5-5326 Allotment Supplementary Agreement

In the upper right corner:

Revision date: Month, Year

1. Footer

Allotment Number and Page numbers are required.

1. Introductory Information

**Contract Name and Number:** Provide a name for the contract that is useful in identifying the contract. This is the name that will be entered into the Trust Asset and Accounting Management System (TAAMS), a 10-character alphanumeric. Refer to Regional TAAMS Business Rules for the contract number format.

**Allotment Number:** Consists of land area, allotment number and prefix and or suffix. One allotment only; may consist of many owners.

1. Parties to the Contract

**Purchaser**

* The purchaser is referenced in Part A of the Estimated Volume Contract - do not change this.

**Seller**

* Sole Owner: The name of the sole owner is shown as the Seller.
* Multiple Owners: If additional space is required to document the Sellers, a list may be attached and labeled page 1a and in this space state: “the owners of trust allotments listed on Page 1a,” as the Seller. If a Page 1a is used, it will contain the following statement: “The owners of the following trust allotments constitute the ‘Seller’”. The allotments are then listed by allotment number and the Seller. If multiple owners, list as “Heirs”. Include “page 1a” in the footer of this page.

1. Forest Products Sold

Statement of the Seller agrees to sell to the Purchaser and the Purchaser agrees to buy, in accordance with the terms and conditions of the above referenced contract, this Allotment Supplementary Agreement and the Part B Standard Provisions, and the merchantable forest products designated for harvest as shown in A6 table below.

1. Contract Dates

Contract dates are as stated in the master contract.

1. Allotment Description

* Write out the legal description of the sale area in the space above the table.
* Complete the table, which may be modified as needed for local needs. Additional rows may be added as needed for this table but only one allotment per supplementary agreement is allowed.
* The allotment number column includes the prefix, number, and suffix. Not all tracts have a prefix or suffix.
* The legal description using Township, Range and Section may be amended using “all” or “portions of” the legal description.
* Harvest block acres are never more than sale area acres. Harvest block acres are only the area to be harvested.
* The acres should be reported to the nearest whole acre or 1/10th of an acre.

A Sale Area map delineating the sale area boundary, harvest blocks, and showing other pertinent information must be attached as “Exhibit A” to the contract. Refer to 53 IAM 3-H for minimum map requirements. In the space provided, describe how the harvest block boundaries are marked and identified on the ground including paint color, marks facing inward toward the harvest block, tags, property lines, no-entry areas for cultural or environmental reasons, etc.

1. Designation of Forest Products for Harvest

Describe the forest products designated for harvest by species, products, size, or other metrics. Also describe the method by which they are designated or marked for harvest. This includes paint color by tract or harvest block, whether marked forest products are to be retained or removed, removal by species, etc.

1. Estimated Volume and Value of Designated Forest Products

These entries must be the same as the advertisement and recorded in the table.

* The Species column indicates the species or species group. Including “and other species” with one of the species or species groups is recommended (i.e., Douglas-fir and other species).
* The product column indicates the selling product (i.e., sawlogs, pulpwood, fuelwood, etc.).
* The Unit of Measure column shows the unit used to measure the product indicated. For example, “MBF” for sawlogs, “Cord” or “Tons” for fuelwood or pulpwood, “each” for posts or cabin logs, “lineal feet” for pilings, and other appropriate designations for the products listed. The Unit of Measure is the metric that the harvested volume will be paid on.
* Rate per Unit is the rate that is paid per unit of measure for that species and product combination.
* The estimated volume column shows those volumes from the Forest Officer’s Report and from the advertisement. If there are multiple allotments, the volumes from each allotment may be represented in this table, or this area can be used for a summary. This information provides the purchaser with information to determine differences in allotments. It may also aid in inputting estimated volumes into TAAMS for advanced payments. If desired, page 1a may be used to provide that detail and this table may be used for the summary.
* When product volumes have not been estimated, they are entered below the estimated volumes and the word “undetermined” is entered in the appropriate columns. Undetermined volumes should only be used for species and products that may be within the sale but were not sampled during the cruise. The undetermined species and products are not biddable species and the rate per unit are set by unit of measure.
* The general requirements for payments are contained in Standard Provisions B 3.0 and B 4.0.

1. Payments

On the line enter the percentage of the Advance Payment, if applicable, and the amount calculated from that percentage based on the total value in the table above. If a percentage of the total value is not used to determine the Advance Payment, enter the required payment only.

1. Special Provisions

The entries in this provision must be carefully worded to avoid duplication and conflict with Part A of the Estimated Volume Contract or with Part B Standard Provisions. Any deviations from Part B Standard Provisions and not addressed in Part A, must be noted in this section of the Allotment Supplementary Agreement. Care must be taken that the general powers of the contract are not diminished by additional specifications.

1. Signatures and Effective Date

Each party to the contract must sign, manually or digitally, where required with the Approving Officer being the last to sign the contract. Additional originals may be signed, or copies of the contract documents may be reproduced as needed.

**Purchaser**

* The name of the corporation, company, individual, or firm is printed on the first line followed by the printed name and signature of the corporation representative, company owner, individual or partners and date of signature on the last line.

**Seller – Allottee Legal Representative**

* The Name and Title(s) of the authorized Seller representative(s) are filled in and they sign in the designated locations.
* If the Seller is the Allottee’s legal representative, the Approving Officer signs for the allottees based on authority granted by the Power of Attorney (POA).

**Approving Officer**

* The Secretary or designated Bureau Official, as delegated by the Secretary, approves the contract by printing their name, signing, and entering the date of signature above their Title. The contract is not in effect until signed by the Approving Officer, and the Approving Officer signature date is considered the approval date of the contract.