UNITED STATES DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

SOLE OWNER ALLOTMENT HARVEST PERMIT

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Permit Name and Permit Number:

Allotment Number and Indian Reservation:

**Authority:** This permit is authorized by the National Indian Forest Resources Management Act and 25 CFR § 163.

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# Permittee Name and Address:

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**Expiration Date:** Permission is hereby granted to the Permittee to sell, cut, and remove designated timber, on or before from the following tract and as shown on the attached Exhibit A map.

# Permit Area Legal Description:

Click or tap here to enter text.

**Designated Forest Products:**

Click or tap here to enter text.

**Estimated volume and value of timber** consists of species, product, volume, and rates as follows:

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

The volumes above are estimates only and are not guaranteed.

**Forest Management Deductions (FMD):** Pursuant to 25 CFR § 163.25, the Permittee agrees to pay to the Bureau of Indian Affairs (BIA) the sum of **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** representing **\_\_\_\_\_\_\_\_** percent of the total estimated stumpage value of the forest products authorized for harvesting, prior to the start of harvest operations. The payment shall be drawn payable to the BIA, and additional FMD payments will be required if the actual harvested value exceeds the estimate. If the actual harvested value is less than the estimated value, a refund of the overpayment amount will be made to the Permittee.

**Performance Bond:** The Permittee agrees to furnish, in accordance with the provisions of 25 CFR § 163.21, a performance bond in the amount of **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** in a form acceptable to the Approving Officer prior to the start of harvest operations. The bond may be used by the Approving Officer to satisfy damages to resources or other deficiencies caused by the Permittee’s failure to comply with the provisions of this permit. The performance bond shall be returned to the Permittee upon satisfactory completion of the permit.

**Sole Owner Allottee and Logger agree** to comply with the conditions and provisions of this permit by signing below.

|  |  |
| --- | --- |
| Allottee/Permittee Signature & Date |   |
| Logger Signature & Date |   |
| Logger Name & Title |   |
| Approving Officer Signature & Date |   |
| Approving Officer Name & Title |   |

**Standard Provisions**

1. **DEFINITIONS**
	1. **Approving Officer (AO)** - the Line Officer who approves the permit or an authorized representative.
	2. **Officer in Charge (OIC)** - the Forest Officer of the highest rank assigned by the AO to oversee the day-to-day operations of forest product harvests, or their designated representative.
	3. **Operations** - all activities and use of equipment allowed by the Permittee in the execution of the permit.
	4. **Permittee** - the sole owner allottee who is responsible for all operations under the permit.
	5. **Logger** - the individual or company that harvests the forest products. This could be the Permittee.
2. **CONDITIONS OF PERMIT** The Permittee agrees to follow all permit provisions. Failure of the Permittee to comply with the provisions of this permit shall be sufficient cause for the AO to revoke this permit and to refuse approval of additional permits.
3. **EFFECTIVE DATE** This permit shall become effective on the date of approval by the AO.
4. **PROHIBITION AGAINST ASSIGNMENT** The Permittee may hire or contract with people or companies to assist or perform operations under this permit. The authority granted by this permit cannot be assigned to another party. The Permittee is responsible for compliance with the provisions of this permit and shall be liable for any damages arising from failure to comply with the provisions.
5. **UTILIZATION** The Permittee must utilize all forest products harvested under this authority as completely as practicable as determined by the OIC. The OIC may require removal of merchantable material left in the woods.
6. **SCALING** The Permittee must provide volume information to the OIC including species, product, and unit of measure at least monthly in months where harvest operations or scaling occur for all forest products harvested and hauled.
7. **HARVEST OPERATIONS**
	1. **Damage Avoidance** - The Logger’s harvest methods must avoid unnecessary damage to reserve trees, non-merchantable trees, lands, infrastructure, other property, and other resources. The operation of all equipment shall be subject to such reasonable restrictions as the OIC may prescribe.
	2. **Protection of Streams and Wetlands** - Logger operations must be conducted in a manner that will minimize damage to rivers, streams, riparian areas, wetlands, or moist meadows. Streams include both flowing and intermittent watercourses. Written approval of the OIC is required for the hauling, skidding, or yarding through any watercourse or wetland.
	3. **Soil Damage** - Logger operations must be conducted in a manner to minimize impact to soils. In areas where soil is particularly susceptible to erosion or compaction, the Logger will take reasonable and practicable measures to protect road surfaces and prevent the gullying of roads and skid trails, and stabilize barren areas created by landings or other actions that expose the soil. The OIC may suspend operations in whole or in part for such periods as may be deemed necessary to avoid damage when ground conditions are unfavorable for equipment operation.
	4. **Threatened and Endangered Species** - If, during harvest operations, the Logger discovers, encounters, or becomes aware of any threatened or endangered species, the Logger must immediately suspend all operations in the vicinity of the discovery and notify the OIC of their findings.
	5. **Cultural and Historical Sites** - If, during harvest operations, the Logger discovers any cultural or historic site or object such as graves, grave markers, fossils, or artifacts, the Logger shall immediately suspend all operations in the vicinity of the discovery and notify the OIC of their findings.
	6. **Hazardous Materials** - The Logger must take immediate action to contain any hazardous materials spills that have occurred because of their operations. The Logger must notify the BIA immediately of such spills. Hazardous materials will be disposed of as required by local laws, or as directed by the OIC. Hazardous materials include, but are not limited to, petroleum products such as fuel, oil, and hydraulic fluids, and contaminated soils, rock, and vegetative material. The Logger is responsible for environmental liabilities arising from their actions.
8. **SLASH DISPOSAL**
	1. **Treatment of Slash** - The Logger must lop and pile all slash compactly for burning unless otherwise specified by the OIC. Treatment must be done by the Logger concurrently with other phases of harvest operations. Slash includes, but is not limited to, limbs, tops, damaged non-merchantable trees, and other material resulting from harvest operations. Slash piles shall be placed a sufficient distance from reserve trees and non-merchantable trees to prevent unnecessary damage as a result of burning.
	2. **Slash Burning** - Burning can only be done by fire-qualified personnel under an approved burn plan.
9. **TRANSPORTATION FACILITIES**
	1. **Rights-of Way** - The Logger is responsible for obtaining any necessary rights-of-way across land not owned solely by the Permittee. Rights-of way across Indian lands will be subject to applicable regulations.
	2. **Road Construction** - The location and design of all roads to be constructed by the Logger must minimize damage to land, improvements, and other resources. The BIA may require approval by inspection or through the submission of plans and specifications for the location and design of roads and associated structures, prior to construction.
	3. **Road Maintenance** - All roads designated by the OIC as necessary for the implementation and administration of this permit must be kept free of obstructions resulting from the Logger’s operations. BIA roads are open to public use but may be closed for public safety, fire prevention or suppression, fish and game protection, or to prevent damage to unstable roadbeds. During any period in which the Logger uses BIA roads, the Logger must maintain such roads, in proportion to their share of use, as determined by an agreement between the Permittee and the OIC. In the event of disagreement, a determination shall be made by the AO.
10. **FIRE PREVENTION AND SUPPRESSION**
	1. **Fire Plan** - When requested by the BIA, the Logger must prepare, in coordination with the OIC, a plan for the prevention and reporting of wildfires in the permit area. At a minimum, the plan must include a communication plan for reporting wildfires; a description of fire prevention and control measures in the permit area; and a list of qualified personnel and equipment available for implementing the plan.
	2. **Fire Reporting** - The Logger must immediately report all wildfires to the authority specified in the Fire Plan.
	3. **Fire Precautions** - The Logger must, both independently and in cooperation with the BIA, take all reasonable and practicable actions to prevent fires from the Logger’s operations. The Logger must furnish and maintain in good and serviceable condition the wildland firefighting tools and equipment, and take fire prevention measures that are required by the AO to meet the fire protection requirements of the permit relative to the existing fire danger. The requirements must not be less than required under the laws of the state in which the permit area is located.
	4. **Suspend Operations** - The OIC may require the Logger to suspend any of the Logger’s operations when ignition conditions identified in the Fire Plan are met, or when fire is within or threatening the permit area.
	5. **Suppression Assistance** - When requested by the AO, the Logger must make available personnel and equipment identified in the Fire Plan for use in suppressing wildfire in, or threatening, the permit area, in accordance with BIA policy.
		1. **Personnel.** Personnel identified in the Fire Plan as fully qualified under current Bureau standards will be eligible for temporary hire by the BIA. Such personnel will work under the direction of any authorized employee of the BIA.
		2. **Equipment.** Qualified equipment identified in the Fire Plan may be rented from the Logger by the BIA or Incident Management Team as provided for in the Fire Plan.
	6. **Fire Suppression Costs**
		1. **Logger Fire.** The origin or spread of all wildfires in the permit area which the Permittee, Logger, Logger’s employees, or Logger’s subcontractors or their employees, are responsible by act or neglect are classified as either Negligent Fire or Non-Negligent Fire.
			1. **Negligent Fire.** A person has acted “negligently” if they have departed from the conduct expected of a reasonably prudent person acting under similar circumstances. In the case of logging operations, this would include things such as disposing of burning materials in a careless manner, unattended campfires, and equipment fires caused by inadequate maintenance. Negligence will be determined by the AO.
				1. **Penalty for Suppression Costs.** All suppression costs including those incurred by the BIA for suppressing any such fire ignited through Logger or Permittee negligence shall be borne by Permittee.
			2. **Non-Negligent Fire.** A Non-Negligent fire is any fire caused by the Permittee, which is not considered negligent by the AO.
				1. **Penalty for Suppression Costs.** The Permittee shall pay one-half of the total suppression costs for non-negligent permittee fires as determined by the AO.
				2. **Maximum Penalty for Suppression Costs.** The maximum penalty for suppression costs is twenty-five percent of the total estimated value of the contract, up to a maximum of $300,000.
		2. **Non-Logger Fire.** Fires in or outside of the permit area for which the Permittee, their employees, their subcontractors or their employees, are in no way responsible by act or neglect are hereinafter called non-logger fires. The Logger shall be reimbursed, at rates authorized by the BIA, for all qualified equipment and personnel hired by the BIA for non-logger fire suppression.
11. **IMPROVEMENTS**
	1. All bridges, drainage structures, cattle guards or other improvements installed on any road by the Logger shall be designed and installed in a manner that facilitates long-term usage of the road. Installed structures must be left intact at the completion of logging operations, unless the removal of such improvements is authorized or required by the AO. Construction or installation of improvements must receive prior approval of the OIC.
	2. **Existing Improvements** - The Logger may be given permission to use existing improvements that are already on lands covered by the permit and are necessary for operations under the permit, subject to applicable regulations and conditions the AO may require. The Logger must protect roads and other improvements within the permit area and those designated on the permit area map(s), and must restore roads and improvements damaged by the Logger’s operations.
	3. **Damage to Land and Other Property** - Damage to land, property, or other resources which cannot be repaired, must be paid for by the Logger in an amount to be determined by the BIA. In determining the amount of such damages, the BIA must consider the value of any permanent improvements made by the Logger. The Logger shall protect all Public Land Survey System corner evidence against damage during its operation. If any corner evidence is damaged the Logger must hire a licensed surveyor to reestablish or restore any corner evidence.
12. **TRASH CONTROL AND SANITATION** Landings, maintenance areas, and harvest areas must be cleaned up immediately following use. Improvements constructed or used by the Logger on lands belonging to the Indians or the Government and the adjacent areas must be maintained in a clean and sanitary condition and thoroughly cleaned upon abandonment or removal of improvements. All equipment, temporary buildings, and trash

resulting from the Logger’s operations and occupancy must be removed and disposed of properly. The Logger must not service any equipment on Indian lands where pollution may occur.

1. **SPECIAL PROVISIONS**

**Instructions for 5-5328 the Sole Owner Allotment Harvest Permit**

1. **General Information:**

The header footer for each page of the permit is to specify the following:

In the upper left corner:

BIA, Office of Trust Services

Division of Forestry and Wildland Fire Management

BIA Form 5-5328

In the upper right corner:

Revision date

Footer: Page numbers and permit Number and Name. The footer should update with the permit name and number if the document is saved and opened again.

1. **Permit Name and Permit Number:** 10-character alphanumeric. Refer to Regional Trust Asset and Accounting Management System (TAAMS) Business Rules for the format.
2. **Allotment Number and Indian Reservation:** Allotment number including prefix and suffix as appropriate.
3. **Authority:** Do not change.
4. **Permittee Name and Address:** The name and address of the sole owner who will be issued this permit.
5. **Permit Expiration Date:** The date by which designated timber must be cut and removed. Reference is made to a permit map that must be attached for visual reference of the harvest area.
6. **Permit Area Legal Description:** Enter the legal land description for the allotment.
7. **Designated Forest Products:** Describe how the timber is designated for harvest including:
	1. Paint and flagging color, or other descriptions or physical markings.
	2. Specify the species, product, and other parameters of the designated timber.
	3. Describe how the harvest boundary is identified or marked.
8. **Estimated volume and value of timber table:** Enter the species, products, units, and rates for estimated volume of timber in the table. If this is a predetermined volume permit, strike the word “Estimated” from the table title and column headings. However, retain the phrase: “The volumes above are estimates only and are not guaranteed”.
9. **Forest Management Deductions (FMD):** Refer to 53 IAM 3-H for FMD requirements. Insert the approved rate that covers the allotment being harvested. Payment of FMD is in the form of a single payment prior to commencement of harvest operations.
10. **Performance Bond:** Unless waived by the Secretary, the permittee is required to furnish a bond prior to harvest. When the sole owner of the allotment (permittee) is also the logging operator, the special deposit/bond may be waived when requested in writing. When waived, the permit will note: “Special deposit hereby waived.” If the special deposit/bond is not waived, then 25 CFR §163.21 specifies the minimum percentages to be used in calculating the amount. Acceptable forms of deposit/bond are listed in 53 IAM 3-H.
11. **Sole Owner Allottee and Logger Agree:**
	1. Allottee/Permittee Signature & Date - The sole owner to sign as the Permittee. A date must also accompany the signature.
	2. Logger Signature and Date - In the event the sole owner is not the Logger, the Logger will sign and date to ensure they are aware of the permit’s provisions.
	3. Logger Name and Title - Enter the Logger’s Name and Title.
	4. Approving Officer Signature and Date - The Secretary or designated Bureau Official, as delegated by the Secretary, approves the permit by signing and entering the date of signature. The permit is not in effect until signed by the Approving Officer, and the Approving Officer signature date is considered the Approval date of the permit.
	5. Approving Officer Name and Title - Enter the Approving Officer’s Name and Title.
12. **Standard and Special Provisions:**

The Standard Provisions may only be altered by the Special Provision. Standard Provisions that are not applicable to the permit must be documented in the Special Provisions section as “not applicable” or modified as necessary.

The Special Provisions are a location to write provisions not preprinted on the form. These Special Provisions shall be carefully prepared to prevent contradiction with provisions preprinted on the form. Crossing out Standard Provision text is not allowed. Inapplicable preprinted provisions should be described in the Special Provisions section as not applicable or revised as necessary. This is especially important for the standard fire suppression provisions since they could establish Federal Government liability for injuries and death resulting from the suppression efforts of unqualified permittees, their employees, or contractors.