UNITED STATES

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

Master [ ]

Tribal [ ]

 PART A Allotment [ ]

| Contract No. |  |
| --- | --- |

# TIMBER CONTRACT FOR THE SALE OF ESTIMATED VOLUMES

|  | Logging Unit, |  | Indian Reservation |
| --- | --- | --- | --- |

**A1. Authority**. This contract is made under the authority of Section(s) 7/and/or 8 of the Act of June 25, 1910 (25 U.S.C. 407 and 406), as amended by the Act of April 30, 1964, and the National Indian Forest Resources Management Act of November 28, 1990 (25 U.S.C. 3101 et seq.), and in accordance with the regulations of 25 CFR 163.

**A2. Parties to the Contract.** The parties to this contract are

|  |
| --- |

| hereinafter called the Seller, and |  |
| --- | --- |

| whose address is, |  | , |  |
| --- | --- | --- | --- |

*(Address) (City, State, Zip Code)*

hereinafter called the Purchaser.

**A3. Bureau of Indian Affairs Representatives.**

| (a) **Approving Officer.** The |  |
| --- | --- |

or an authorized representative is hereinafter called the Approving Officer.

| (b) **Superintendent.** The |  |
| --- | --- |

or an authorized representative is hereinafter called the Superintendent.

**A4. Timber Sold.** The Seller agrees to sell to the Purchaser and the Purchaser agrees to buy, in accordance with the terms and conditions of this contract and the attached Part B, Standard Provisions, which are made a part hereof, all the merchantable timber, living or dead, designated for cutting by the Bureau of Indian Affairs on tribal and/or allotted lands within the boundaries of this logging unit.

 The Purchaser further agrees, for the benefit of Indians holding trust allotments within this unit, to enter into separate contracts using the Subsidiary Allotment Timber Contract form, subject to all the applicable terms and conditions of this master contract, with such Indian allottees as desire to sell their timber. The Purchaser shall enter into such contracts within 30 days from the date of submission of such contracts by the Superintendent.

 As

**A5. Contract Dates**.The Purchaser shall cut and pay for all designated timber on or before

|  | and shall complete all other obligations on or before the contract expiration date of |
| --- | --- |
|  | unless this contract is extended in accordance with Section B2.10 of the Standard Provisions. |

**A6. Unit Description.**This unit is located in

And includes the following approximate area:

|  | **Area Within Logging Unit Boundary, Acres** | **Area to be LoggedAcres** |
| --- | --- | --- |
| **Tribal** |  |  |
| **Allotted** |  |  |
| **Other** |  | NONE |
| **Total** |  |  |

The unit boundaries are shown approximately on the map attached hereto as Exhibit A and made a part hereof. The boundaries have been marked on the ground by the Bureau of Indian Affairs unless otherwise specified in Section A17.

**A7. Estimated Volumes**

**(a) Designated Timber.**The estimated volume of timber to be designated for cutting is:

| **Species and** |  |  | **Estimated Volumes** |  |
| --- | --- | --- | --- | --- |
| **Product** | **Unit** | **Tribal** | **Allotted** | **Total** |
|  |  |  |  |  |

The foregoing is an estimate only and shall not be construed as a guarantee or a limitation of the volume to be designated for cutting. The actual volume of timber designated for cutting in accordance with the terms of this contract and the Bureau’s approved procedures shall be controlling, regardless of whether it is more or less than the above estimate.

**(b) Additional Timber**.In addition to the timber specified above, this sale also includes any other timber on the contract area which must be cut or removed due to insect damage, windthrow, or in clearing for roads, landings, camps and other improvements constructed by the Purchaser and all other timber seriously damaged in logging operations under this contract, if, in the opinion of the Approving Officer, the timber is merchantable for any product in accordance with customary standards and is present in sufficient quantities to permit economic removal to existing markets.

**A8. Payment for Timber**. The Purchaser shall pay for all timber covered by this contract in accordance with the provisions of Section B4.0 of the Standard Provisions.

| The minimum advance deposit shall be | $ |  |
| --- | --- | --- |
| A minimum advance deposit balance of | $ | shall be maintained. |

**A9. Stumpage Rates.**

**(a) Designated Timber***.* The stumpage rates to be paid during the life of this contract for timber specified in Section A7(a) shall be the bid rates shown below:

| **Species and Product** | **Unit** | **Bid RatePer Unit** |
| --- | --- | --- |
|  |  |  |

**(b) Additional Timber.** Timber of species and products not specified in Section A9(a) above which may be cut pursuant to Section A7(b) shall be paid for during the life of this contract at the appraised rates shown below:

| **Species and Product** | **Unit** | **Appraised RatePer Unit** |
| --- | --- | --- |
|  |  |  |

**(c) Additional Fees and Deposits.** In addition to payments for timber at rates set forth in Section A9(a), the Purchaser shall pay additional fees or deposits to cover the appraised or set costs of associated logging unit activities. These additional payments shall be made as specified in Section A17 at the appraised rates shown below:

| **Fee or Deposit** | **Unit** | **Appraised RatePer Unit** |
| --- | --- | --- |
|  |  |  |

**(d) Liquidated Damages for High Stumps**. Damage rates shall be charged for stumps cut in excess of the maximum height specified in Section B5.0 of the Standard Provisions at the rate of

| **$** | per stump. |
| --- | --- |

**(e) Periodic Determination of Stumpage Rates***.* For the Choose an item. periodsfollowing the one in which this contract is approved, stumpage rates shall be adjusted by the procedure set forth as follows: In order to determine the stumpage rates to be paid for the timber cut under this contract, it is agreed that Click here to enter text. index prices of lumber for the Choose an item. period beginning Click here to enter a date. are:

| **Species** | **Index** | **BaseIndex Price** |
| --- | --- | --- |
|  |  |  |

The Approving Officer shall obtain from the above-designated organization, through its published reports or otherwise, statements of the index prices of lumber for each period during the time provided for the Purchaser to cut and pay for all designated timber.

The stumpage rates which are to become effective for each period shall be the bid rates plus or minus
Click here to enter text. percent of the difference between the index prices for the period just passed and the stipulated base index prices.

**A10. Performance Bond**. The Purchaser delivers herewith and agrees to maintain a bond satisfactory to the Approving

| Officer in the sum of | **$** | conditioned upon the faithful performance of all the terms of this contract. |
| --- | --- | --- |

**A11. Merchantability.** Trees, when designated for cutting, and products cut from those trees, shall equal or exceed the following minimum specifications.

 **Product Specifications Tree Specifications**

| **Species and Product** | **Length(Feet)** | **ScalingDiameter (Inches)** | **Net Scale in Percent of Gross Scale** | **Net Scale (Board Feet)** | **Number of Minimum-Size Products per Tree** |
| --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |

**A12. Designating Timber for Cutting.**

**A13. Cutting Schedule.**

**(a) Minimum Annual Cut**. The Purchaser shall cut and pay for not less than

|  |
| --- |

| during the contract year ending |  | and not less than |  |
| --- | --- | --- | --- |
| each subsequent contract year starting |  | and ending |  |

**(b) Maximum Annual Cut.** The maximum volume of timber that may be cut in any contract year shall be

|  |
| --- |

**A14. Scaling.**

**(a) Designated timber.**

**(b) Additional timber.**

**A15. Slash and Cull Tree Disposal.**

**A16. Road Construction and Maintenance.**

**A17. Special Provisions.**

“The Purchaser will not receive interest on funds paid to or deposited with the Bureau of Indian Affairs except on the principal amount of funds returned or refunded to the purchaser. Interest accrued on the principal amount retained for default will be treated as a penalty and distributed to the beneficial land owner(s)”.

**A18.Effective Date*.*** This contract shall become effective on the date of approval by the Approving Officer.

| WITNESSES: |  | PURCHASER |
| --- | --- | --- |
|  |  |  |
| (Name) |  | (Name of Corporation, Partnership or Individual) |
|  | By |  |
| (Address) |  |  |
|  | By |  |
| (Name) |  |  |
|  |  |  |
| (Address) |  | (Date) |

Witnesses are required if Purchaser is other than a corporation. If Purchaser is a corporation, the following certificate must be executed:

| I, |  | , certify that I am the |  | , of |
| --- | --- | --- | --- | --- |

| the corporation named as the Purchaser herein; that |  | , who |
| --- | --- | --- |

| signed this contract was then |  | of said corporation: that said contract was duly signed |
| --- | --- | --- |

for and in behalf of said corporation by authority of its governing body, and within the scope of its corporate powers.

|  | **(corporate)** |
| --- | --- |
|  | **(seal)** |

**SELLER**

|  |  |  |
| --- | --- | --- |
| (Name) |  | (Name) |
|  |  |  |
| (Title) |  | (Title) |

| Signed for the |  | pursuant to |
| --- | --- | --- |

| Resolution No. |  | passed by its tribal governing body in a meeting held at |
| --- | --- | --- |

|  | , on |  | , |  | . |
| --- | --- | --- | --- | --- | --- |

**APPROVING OFFICER**

| Approved: |  | , |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | (Month and Day) |  | (Year) |  | (Name) |
|  |  |  |  |  |  |
|  |  |  |  |  | (Title) |

*NOTE: This signature page will be used if only Tribal Signatures are required. Otherwise, use appropriate alternate page.*

**A18. Effective Date.** This contract shall become effective on the date of approval by the Approving Officer.

| WITNESSES: |  | PURCHASER |
| --- | --- | --- |
|  |  |  |
| (Name) |  | (Name of Corporation, Partnership or Individual) |
|  | By |  |
| (Address) |  |  |
|  | By |  |
| (Name) |  |  |
|  |  |  |
| (Address) |  | (Date) |

Witnesses are required if Purchaser is other than a corporation. If Purchaser is a corporation, the following certificate must be executed:

| I, |  | , certify that I am the |  | , of |
| --- | --- | --- | --- | --- |

| the corporation named as the Purchaser herein; that |  | , who |
| --- | --- | --- |

| signed this contract was then |  | of said corporation: that said contract was duly signed |
| --- | --- | --- |

for and in behalf of said corporation by authority of its governing body, and within the scope of its corporate powers.

|  | **(corporate)** |
| --- | --- |
|  | **(seal)** |

**SELLER (Tribal)**

|  |  |  |
| --- | --- | --- |
| (Name) |  | (Name) |
|  |  |  |
| (Title) |  | (Title) |

| Signed for the |  | pursuant to |
| --- | --- | --- |

| Resolution No. |  | passed by its tribal governing body in a meeting held at |
| --- | --- | --- |

|  | , on |  | , |  | . |
| --- | --- | --- | --- | --- | --- |

**SELLER**

(Allottee Legal Representative)

**APPROVING OFFICER**

| Approved: |  | , |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | (Month and Day) |  | (Year) |  | (Name) |
|  |  |  |  |  |  |
|  |  |  |  |  | (Title) |

*NOTE: Signature Page for Tribal and Allotted with POAs.*

**A18.Effective Date.** This contract shall become effective on the date of approval by the Approving Officer.

| WITNESSES: |  | PURCHASER |
| --- | --- | --- |
|  |  |  |
| (Name) |  | (Name of Corporation, Partnership or Individual) |
|  | By |  |
| (Address) |  |  |
|  | By |  |
| (Name) |  |  |
|  |  |  |
| (Address) |  | (Date) |

Witnesses are required if Purchaser is other than a corporation. If Purchaser is a corporation, the following certificate must be executed:

| I, |  | , certify that I am the |  | , of |
| --- | --- | --- | --- | --- |

| the corporation named as the Purchaser herein; that |  | , who |
| --- | --- | --- |

| signed this contract was then |  | of said corporation: that said contract was duly signed |
| --- | --- | --- |

for and in behalf of said corporation by authority of its governing body, and within the scope of its corporate powers.

|  | **(corporate)** |
| --- | --- |
|  | **(seal)** |

**SELLER**

(Allottee Legal Representative)

**APPROVING OFFICER**

| Approved: |  | , |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | (Month and Day) |  | (Year) |  | (Name) |
|  |  |  |  |  |  |
|  |  |  |  |  | (Title) |

*NOTE: Signature Page Allotted with POAs.*

**A18. Effective Date.**This contract shall become effective on the date of approval by the Approving Officer.

| WITNESSES: |  | PURCHASER |
| --- | --- | --- |
|  |  |  |
| (Name) |  | (Name of Corporation, Partnership or Individual) |
|  | By |  |
| (Address) |  |  |
|  | By |  |
| (Name) |  |  |
|  |  |  |
| (Address) |  | (Date) |

Witnesses are required if Purchaser is other than a corporation. If Purchaser is a corporation, the following certificate must be executed:

| I, |  | , certify that I am the |  | , of |
| --- | --- | --- | --- | --- |

| the corporation named as the Purchaser herein; that |  | , who |
| --- | --- | --- |

| signed this contract was then |  | of said corporation: that said contract was duly signed |
| --- | --- | --- |

for and in behalf of said corporation by authority of its governing body, and within the scope of its corporate powers.

|  | **(corporate)** |
| --- | --- |
|  | **(seal)** |

| WITNESSES: |  | SELLER |
| --- | --- | --- |
|  |  |  |
| (Name) |  | (Original allottee name and allotment number) |
|  | By |  |
| (Address) |  |  |
|  | By |  |
| (Name) |  |  |
|  |  |  |
| (Address) |  | (Date) |

**APPROVING OFFICER**

| Approved: |  | , |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | (Month and Day) |  | (Year) |  | (Name) |
|  |  |  |  |  |  |
|  |  |  |  |  | (Title) |

*NOTE: Signature Page Allottee Signs*

**Instructions for Completion of
Timber Contract for the Sale of Estimated Volumes**

1. The contract may be a Master Contract when it covers tribal and allotted timber or covers a group of allotments. When the tribal or allotment box is checked, the contract is entirely tribal or a single allotment.

2. Insert the contract number (10-digit alpha and/or numeric). Refer to the Regional TAAMS Business Rules for contract number format.

- Enter sale name.

- Enter reservation name or “public domain”.

3. Authority (A1). Provided on the contract form.

4. Parties to the Contract (A2).

a. Seller. When executed as a Master Contract covering both tribal and allotment timber or a Tribal Contract, the name of the Indian tribe, followed by "as represented by the duly authorized tribal representatives," may be inserted as the Seller. In cases of exceptions, where tribal organic documents state otherwise, instructions from the Regional Director should be obtained.

When executed as a Master Contract covering a group of allotments, the statement "the owners of trust allotments listed herein on Page l," is inserted as the Seller. The attached Page 1 is headed by the statement, “The owners of the following trust allotments constitute the ‘Seller’, provided a separate contract is entered into on the approved form." The allotments are then listed by allotment number and the name of the original allottee. At the bottom of the page, note Page l of BIA Timber Contract for the Sale of Estimated Volumes.

When executed as a single Allotment Contract, the name of the original allottee, if living, is shown as the seller. In the case of heirship allotments, the statement "owner (s) of (the original allottee name and number)” is inserted as the seller.

b. Purchaser. Insert name of the purchaser and the address in which the principal office or place of business is located. Insure that the name inserted as purchaser is the same as on bid proposal and signature page, including any subsidiary contracts.

5. Bureau of Indian Affairs Representatives (A3). Insert the title and location of each representative. The Approving Officer entry is set by delegation of authority. See 10 BIAM 3.1. The Superintendent or other line officer is delegated the authority to carry out the responsibilities of the Superintendent under the contract.

6. Timber Sold (A4). The second paragraph should be crossed-out or deleted when the form is not executed as a Master Contract or, if there is no intent to use BIA Form 5326, *Subsidiary Allotment Timber Contract*.

7. Contract Dates (A5). The dates for the purchaser to cut and pay for all designated timber and the contract expiration date are inserted in the spaces provided. The contract expiration date should provide for sufficient time beyond the cut and pay date for completion of other contract obligations.

8. Unit Description (A6). The location of the cutting unit is usually the actual legal description or it can be described as “all” or “portions of” specified sections, townships, ranges, and reference meridians. Include the Title Tract number that may be found in TAAMS. A logging unit map delineating the sale area and showing other pertinent information shall be attached as "Exhibit A" to the contract.

The total acreage within the logging unit boundaries is shown under the column "Area within Logging Unit Boundary." The "Area to be Logged" column lists only the acreage within the cutting unit boundaries and is the acreage of Indian trust lands on which timber will be designated for cutting.

9. Estimated Volumes (A7). The designated timber entries must agree with the advertisement. Both the species and product are specified in the first column by phrases such as "Ponderosa pine sawlogs," "Aspen pulpwood," or other appropriate designations. It is appropriate to include "and other species" with one of the designated species to cover the possible occurrence of species not observed or listed but intended for cutting.

The unit column may show MBF for sawlogs, "Cord" for pulpwood, and other appropriate designations for the products listed. The unit used is the one on which the stumpage rate is based.

The estimated volume column shows those volumes from the Forest Officer's Report and from the advertisement. When product volumes have not been estimated, they are entered below the estimated volumes and the word "undetermined" is entered in the column. These undetermined species and products are not used to determine the successful high bidder of an advertised sale.

10. Payment for Timber (A8). The general requirements for timber payments are contained in Sections B 3.0 and B 4.0 of the Standard Provisions. The minimum advance deposit shall be:

a. At least ten percent of the value of the contract minimum annual cut based on the contract stumpage rates.

b. An alternative method for establishing the amount of the minimum advance deposit is to ascertain the operations plan of the purchaser and compute the amount of the minimum advance deposit by multiplying the average volume of monthly production during the purchaser’s usual or average planned season of operations by the bid rate.

c. Another alternative method for determining the minimum advance deposit would be to divide the total estimated sale value by the authorized operational months of the contract.

The Approving Officer may waive the advance deposit requirement for Tribal Enterprises purchasing Tribal trust timber. The minimum balance in the advance deposit account is ordinarily one fourth to one third of the minimum deposit itself. It is expressed as a dollar figure. The minimum Advance Deposit is stated under A8. In no event shall the advance deposit requested result in a balance of less than the amount specified in this clause of the contract.

Advance payments for allotted timber are required pursuant to 25 CFR §163.23. Any departure from this practice will require approval by the Secretary.

11. Stumpage Rates (A9).

a. Designated Timber [A9(a)]. The Species, Products and Unit entries should correspond to those in Section A7(a). The entries in the Bid or Appraised Rate Per Unit column are the rates accepted by the Approving Officer as a result of advertisement or negotiation for the sale of the timber.

"Quarterly" or monthly" is entered in the space provided to correspond with the period established in Section A9(e). The Minimum Rate Per Unit established for each species and product in the Forest Officer's Report is inserted in the column provided. These are values below which rates shall not be reduced by periodic determination of stumpage rates. In general, minimum rates will not be less than 50 percent of the appraised rates, as determined by the Approving Officer. No minimum rates are entered for species and products that are not subject to periodic determination. Species and products that are not subject to periodic determination of stumpage rates are entered on the blank lines provided. If there are no species and products in this category, the word "None" is inserted.

b. Additional Timber [A9(b)]. Entries are for species and products not included under Designated Timber and removable under reasons stated in Section A7(b) only. Grouping of the species and products may be made when the stumpage values are approximately equal. The term "and other species" may be used in conjunction with a designated species. If there are no species and products in this category, the word "None" is inserted.

c. Additional Fees and Deposits [A9(c)]. In addition to payments for timber at rates set forth in section A9(a), the Purchaser shall pay additional fees or deposits to cover the appraised or set costs of associated timber cutting activities. These additional payments shall be made as specified in Section A17. Projects may include, but not be limited to; the maintenance and rehabilitation of roads and trails, slash burning, grass seeding, scaling, road closure, sand and gravel, cultural and archeological site protection, etc.

d. Liquidated Damages for High Stumps [A9(d)]. The rate per stump should, at a minimum, reflect the loss in stumpage value for the highest valued designated species and product.

e. Periodic Determination of Stumpage Rates [A9(e)]. Provisions for the periodic adjustment of bid stumpage rates must be included in all contracts that provide for cutting periods longer than two years, unless exceptions are approved by the Regional Director.

The period established for periodic determination of stumpage rates and the date of beginning of the first period are entered in the blank spaces provided. In the following columns, each species of designated timber shown in A7(a) and A9(a) is listed with the corresponding index to be used in the periodic determination of stumpage rates. The Corresponding Base Index Prices to be entered are those of the period used in the stumpage appraisal.

The percent of the difference between the Base Index prices and appropriate index prices to be applied as adjustment is established by the Approving Officer.

f. Adjustment of Stumpage Rates.

**After three years.** After the contract has been in effect for three years, if the determination of stumpage rates prescribed in Section A9 (d) no longer appears to provide an acceptable basis for stumpage rate determinations, the Approving Officer shall, on his or her own motion or upon submission in writing by the Seller or the Purchaser of evidence satisfactory to the Approving Officer, review the stumpage rates.

**In the event lumber index prices are not available.** If the average index prices of lumber set forth in the contract become unavailable for use in the procedure prescribed in Section A9 (d), the Approving Officer shall review the stumpage rates.

If, as a result of a review of stumpage rates, it appears equitable to consider changing the stumpage rates, the Approving Officer shall establish a one-month period for consultations with the Seller and the Purchaser either separately or collectively as circumstances and conveniences permit. During the consultation period the parties may submit any appropriate facts or recommendations they may desire. As soon as practicable after the close of the consultations, the Approving Officer shall evaluate the data submitted and, on the basis of such material and other available material that is considered prudent, either determine adjusted stumpage rates or that no adjustment should be made. The Approving Officer shall announce his or her decision and the basis upon which it was determined. In the event the decision provides for adjusted stumpage rates they shall become effective the date of the announcement.

It is agreed that any consideration of changes in the stumpage rates in accordance with this section must be based on changes subsequent to the bidding time in production costs, forest product prices, or other economic factors affecting the forest products industry of the region in which the timber is located or be justified by the necessity of making adjustments to meet situations which were not recognized or anticipated at the time the timber was sold. It is understood that a decision at any time by the Approving Officer, either to adjust or not to adjust stumpage in accordance with this section, shall not affect his or her authority in any subsequent adjustment studies to consider any pertinent changes that have occurred since the timber was sold.

It is further understood Adjustment of Stumpage Rates for each entitled cause above shall not be made more than once in each contract year.

g. Periodic Determination of Stumpage Rates after an Adjustment of Stumpage Rates.

It is understood the determination of stumpage rates specified as to index, base index price and bid stumpage rate in Section A9 (d) shall have no further application after an adjustment of stumpage rates and that the adjusted rates may be made effective with or without reference to the periods established therein. Should the Approving Officer decide to continue a periodic determination of stumpage rates, he/she shall establish the adjusted stumpage rates in lieu of the bid rates of Section A9 (a) and establish a corresponding index base price for use of the procedures of Section A9 (d) and such determinations of stumpage rates shall proceed from the next period following the one in which the adjusted rates become effective.

12. Performance Bond (A10). Enter the amount pursuant to 25 CFR §163.21. Larger bonding requirements may be required to cover the cost of unusual contract requirements that exceed the normal performance bond, at the discretion of the Approving Officer. Performance bonds may or may not be required for tribal enterprises.

13. Merchantability (A11). Species and products entries must correspond to those in Section A7(a). The specifications are intended to reflect the lower limits of utilization that can be attained. They must also agree with the appropriate scaling rules as defined in Section A14.

14. Designating Timber for Cutting (A12). The statement should be a clear expression of the types of trees to be cut and the method by which they are designated for harvest. Regional Director may provide guidelines for designating timber for cutting.

15. Cutting Schedule (A13). This defines the minimum and maximum annual volumes to be cut by specified timeframes. Undetermined volumes as shown in A7(a) should not be included as part of the scheduled cut.

16. Scaling (A14). Detail any scaling provision to be applied in lieu of or supplementing Part B of the Standard Provisions. Items could include the National Log Scaling Handbook, types of truck tickets, scaling locations, etc. If none, enter "refer to Standard Provisions." The required scaling rules and method of revision should be defined in this section. Check scaling standards should also be defined.

17. Slash and Cull Tree Disposal (A15). Refer to Part B Standard Provisions or specify any supplemental or modifying requirements to the appropriate item of the Standard Provisions.

18. Road Construction and Maintenance (A16). Detail any provision to be applied in lieu of or supplementing Part B of the Standard Provisions. If none, enter "refer to Standard Provisions." Describe in detail road maintenance and construction requirements, improvements and specifications. Items should include miles of road to be constructed by road class, maintenance schedule, construction specifications, drainage and erosion control measures, etc. Include appropriate definitions. Road locations and any other improvements or requirements shall be designated on Exhibit A, Sale Map. An Exhibit B, Road Specifications, may be prepared which contains detailed illustrations and specifications for road requirements.

19. Special Provisions (A17). The entries in this section as well as those of A14, A15, and A16, must be carefully controlled to avoid duplication and conflict with other statements of the contract or with the Standard Provisions. Any deviations from the Standard Provisions should be noted in the appropriate section of Part A. Care must be taken that the general powers of the contract are not diminished by needless over specification.

20. Effective Date (A18). Self-explanatory.

21. Signatures.

a. The contract documents shall be completed in three originals. Each party to the document shall manually affix a signature where required to all three originals and the Approving Officer is the last to sign the document. Additional copies of the contract documents may be reproduced as needed.

If the Seller is a Tribe, use Contract Signature Page 7.

If the Seller is a combination of a tribe and allottees with POAs, use Alternate Signature Page 7A.

If the Seller is a(an) allotment owner(s) with a(an) executed Power of Attorney form(s), use Alternate Contract Signature Page 7B.

If the Seller is a(an) allotment owner(s) and the owner(s) will sign the contract, use Alternate Contract Signature Page 7C.

b. Purchaser.

When the purchaser is other than a corporation (a Limited Liability Company, an individual or a partnership), the name of the company, individual, or firm is shown on the first line followed by the signature of the company owner, individual or partners. The signatures are witnessed by two individuals in the spaces provided and their addresses added. The date of the purchaser's signing is entered as provided.

When the purchaser is a corporation, the name of the firm is shown on the first line, followed by the signature and title of the officer authorized to enter into the contract for the corporation. The certification must also be completed and signed by the appropriate officer of the corporation, verifying the authority of the corporate officer to enter into the contract.

Certified copies of articles of incorporation and bylaws accompanied by a resolution by the board of directors to enter into the timber contract and authorizing certain officers to sign necessary papers must be obtained or be on file in the Bureau's records. When the articles of incorporation and bylaws are already on file, the file reference should be inserted on an additional page following the signature page of the timber contract Part A utilizing the certification below:

*A certified copy of the Articles of Incorporation and Bylaws of the Corporation is on file
at the Agency or Regional Office. Said document may be found with Contract No. in
File No. of the Branch of .*

 *Date Certifying Officer*

This certification will eliminate the necessity of requiring an additional copy of such articles of incorporation and bylaws being furnished by the corporation.

If the approving officer has personal knowledge that a corporation is both financially responsible and authorized to conduct business in the state in which the timber sale is located, he or she is authorized, at his or her discretion, to waive all requirements for articles of incorporation and bylaws.

The authorized corporate official certifies to the following:

| I, |  | , certify that I am the |  | , of |
| --- | --- | --- | --- | --- |

| the corporation named as the Purchaser herein; that |  | , who |
| --- | --- | --- |

| signed this contract was then |  | of said corporation: that said contract was duly signed |
| --- | --- | --- |

for and in behalf of said corporation by authority of its governing body, and within the scope of its corporate powers.

|  | **(corporate)** |
| --- | --- |
|  | **(seal)** |

c. Seller.

If the Seller is a Tribe, use Contract Signature Page 7. The authorized tribal representative completes the tribal “Resolution” information section and signs the document above their title. There are two signature lines in case the tribe requires two signatures.

If the Seller is a combination of a tribe and allottees with POAs, use Alternate Signature Page 7A.

Tribal Signature: Complete SELLER (Tribal). The authorized tribal representative completes the tribal “Resolution” information section and signs the document above their title. There are two signature lines in case the tribe requires two signatures.

Allottees with POA’s Signature: Complete SELLER (Allotted). The Superintendent signs for the allottees.

If the Seller is a(an) allotment owner(s) with a(an) executed Power of Attorney form(s), use Alternate Contract Signature Page 7B. The Superintendent signs for the allottees as the “Allottee legal representative”.

If the Seller is a(an) allotment owner(s) and the owner(s) will sign the contract, use Alternate Contract Signature Page 7C. To use this contract signature page, all current allottees must sign. If more than 2 allottees will be signing, then an additional signature page will need to be drafted. Two witnesses are required for each allottee signature. Witness signatures can be simplified if all signatories are convened to sign at the same time and place.

d. Approving Officer. The Secretary or designated Bureau Official, as delegated by the Secretary, must approve the contract by signing the contract above his or her title and entering the date of approval.

An original copy shall be submitted to the appropriate LTRO office for recordation, in accordance with the Regional TAAMS Business Rules.