UNITED STATES

DEPARTMENT OF THE INTERIOR

**Bureau of Indian Affairs**

Tribal [ ]

 PART A Allotment [ ]

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

# TIMBER CONTRACT FOR THE SALE OF PREDETERMINED 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 following timber:.

**(a) Designated Timber.** All timber, living or dead, which has been designated for cutting by the Bureau of Indian Affairs within the boundaries of this unit. The volume of designated timber, which has been determined as stated in A10. (a) Herein, the bid stumpage rates and the total purchase price of such designated timber are shown in the following tabulation.

| **Species and Product** | **Volume** | **Unit** | **Bid RatePer Unit** | **Total Purchase Price** |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |

The Purchaser agrees to pay the total purchase price shown above regardless of whether the actual volume of the timber designated for cutting is more or less than the volumes shown above.

**(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 in clearing for roads, landings, camps and other improvements constructed by the Purchaser and all other timber seriously damaged by 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.

**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 A13.

**A7. Payment for Timber.**

(a) The Purchaser shall pay the total purchase price of the timber shown in Section A4(a) herein by

|  | payment(s). Single payment shall be paid on or before the approval of the |
| --- | --- |

 *(Single or Installment)*

contract by the Approving Officer and Sections B3.3 and 3.4 of the Standard Provisions shall not apply. Installment payments shall be paid in such amounts and at such times as called for by the Superintendent and Section B3.4 of the Standard Provisions shall not apply.

**(b)** The Purchaser shall pay for additional timber which may be cut pursuant to Section A4(b) herein in such amounts and at such times as called for by the Superintendent. Payment for additional timber shall be computed at the appraised rates shown below:

| **Species and Product** | **Unit** | **Rate Per Unit** |
| --- | --- | --- |
|  |  |  |

**(c)** Additional Fees and Deposits. In addition to payments for timber at rates set forth in section A4(a), the Purchaser shall pay additional fees or deposits to cover the appraised or set costs of associated timber harvest activities. These additional payments shall be made as specified in section A13 Special Provisions at the appraised rates shown below:

| **Fee or Deposit** | **Appraised Rate Per Unit** | **Total Appraised Amount** |
| --- | --- | --- |
|  |  |  |

**A8. 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. |  |  |

**A9. Designating Timber for Cutting.**

**A10.** **Scaling.**

**(a) Designated timber.**

**(b) Additional timber.**

**A11. Slash and Cull Tree Disposal.**

**A12. Road Construction and Maintenance.**

**A13. Special Provisions.**

**A14.****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.*

**A14. Effective Date.** This contract shall become effective on the date of approval by the Approving Officer.

| WITNESSES: |  | PURCHASER |
| --- | --- | --- |
|  |  |  |
| (Name) |  | (Name of Corporation, Company, 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 (Allotted)**

(Allottee Legal Representative)

**APPROVING OFFICER**

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

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

**A14.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.*

**A14. 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) |

Note: To use this contract signature page, all current allottees must sign. If more than two 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.

**APPROVING OFFICER**

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

*NOTE: Signature Page Allottee Signs*

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

This form will be used for sales in which the volumes have been determined prior to the sale by tree measurement, log scale, or other method. The form may be used for the sale of either tribal or allotment timber, for combinations of tribal and allotment timber, or for the sale of timber from two or more allotments, which are to be handled as a unit. Mark the tribal box, the allotment box, or both, as appropriate in the upper right corner of page 1.

1. Insert the contract number, sale name, and Indian Reservation.

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

3. Parties to the Contract (A2).

a. When the form is executed as a contract covering only tribal timber, the name of the Indian tribe, should be inserted in the first blank as the seller, followed by: “as represented by the duly authorized tribal representatives.”

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. When the owner or owners have executed a power of attorney form, the contract should read: “owner(s) of (the original allottee name and number), as represented by the Superintendent, hereinafter called the seller.”

When the contract covers both tribal and allotment timber, the seller should be identified as: “the (name of tribe), as represented by the duly authorized tribal representatives, and the owners of (identify each allotment by name and number), as represented by the Superintendent, hereafter called the Seller.”

When the contract covers timber on two or more allotments, this section should read: “the owners of (identify each allotment by name and number), hereinafter called the Seller…” When the owners have executed powers of attorney prior to advertisement of the sale, as should ordinarily be the case in predetermined volume sales, the contract should read, “the owners of (identify each allotment by name and number) as represented by the Superintendent, hereafter called 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 and Superintendent entries are set by delegation of authority. See 10 BIAM 3.1.

6. Timber Sold (A4). The contract includes all timber on the sale area defined in contact Sections A4(a) and A4(b).

a. Designated Timber (a). This section includes all of the timber comprising the volumes determined prior to the sale. The method by which the volumes were determined should be inserted in Section A10, such as “tree measurement, “actual count” or “log scale.” The data entered in the table includes only the timber designated and measured prior to the sale. Unless timber of a particular species is being sold on the basis of more than one product, only the species of timber needs to be shown. The purchaser is obligated to pay the total purchase prices shown in this section, regardless of the actual volume of timber cut under the contract.

In contracts covering combinations of tribal and allotment timber or timber from two or more allotments, a summary should be prepared showing the volume and value by species for each separate ownership. The summary may be shown in the table in contract Section A4(a) or in the Special Provisions section (A13), depending on the space required. If the summary is shown in Section A13, a note should be typed below the table in A4(a): “See Section A13 for volumes and values by ownerships.”

When the installment payment method is specified in contract Section A7(b), the volume and value of designated timber should be shown by species and by ownership for each cutting block, either in Section A4(a) or in Section A13.

b. Additional Timber (b). These are timber that must be cut in addition to designated volumes, which is not included in the designated timber price. The purchaser will normally be charged for the value of the additional timber cut as described in A7(b).

7. Contract Dates (A5). The contract year is designated by insertion of a year period giving the starting and ending dates. The dates for the purchaser to cut and pay for all designated timber and the contract expiration date are inserted in the spaces provided. Sufficient time beyond the date of completion for cutting and paying should be provided 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. A logging unit map delineating the sale area and showing other pertinent information shall be attached as “Exhibit A” to the contract. Include tract number.

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

9. Payment for Timber (A7). The general requirements for timber payments are contained in Section B3.3 and B3.4, of the Standard Provisions. Enter the appropriate payment type in the space provided.

a. Payment Type (a).

(1). Single Payment. This subsection provides for the payment of the full purchase price immediately following contract approval. If a single payment is considered to be so great a financial burden that competition may be significantly reduced, consideration should be given to allowing installment payments.

(2). Installment Payments. When this payment method is used, timber will be released for cutting in blocks of known volume and value. No block will be released until payment for that block has been received in full. The Contract requires the purchaser to make payments in such amounts and at such times as called for by the Superintendent. Ordinarily, each installment payment will cover the exact value of the timber in the block to be released. Under the installment payment option, the payments must be collected in accordance with B3.2 on all allotment timber not already paid for in full. The amount of the advance payments will be credited against subsequent installment payments on blocks that include the allotments.

Payments under this section are not advance deposits, and no refunds or reduction in the size of the payments may be made under any conditions.

b. Payment for Additional Timber (b). Insert the appraised stumpage rates for timber, which may be cut pursuant to contract Section A4(b). The product should be specified in the volume is to be determined by log scale or other measurement of products after cutting. If the volume of additional timber is to be determined by tree measurement, only the species need to be specified.

c. Additional Fees and Deposits (c). In addition to payments for timber at rates set forth in section A4(a), the Purchaser shall pay additional fees or deposits to cover the appraised or set costs of associated timber harvest activities. These additional payments shall be made as specified in section A13 Special Provisions. Project 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.

10. Performance Bond (A8). 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.

11. Designating Timber for Cutting (A9). The statement should be a clear expression of the types of products to be cut and the method by which they are designated for cutting.

12. Scaling (A10).

a. Designated Timber (a). Insert a brief description of the method used to determine the volume of designated timber prior to the sale.

b. Additional Timber (b). Reference to appropriate sections of Timber Sale Contract Part B7 can be used to describe volume determination of additional timber if they are to be log scaled. For tree measurement, specify the volume table to be used and other pertinent facts. Depending on the conditions in the sale, alternative methods of determining the volume of additional timber (such as tree measurement of log scale at the discretion of the Officer in Charge) may be described.

13. Slash and Cull Tree Disposal (A11). Refer to Part B Standard Provisions or specify any supplemental or modifying requirements to the appropriate section of the Standard Provisions. Describe in detail specific slash treatment requirements such as type of treatment (lop and scatter, machine or hand pile, etc.), acres of treatment, location of treatments, specifications of treatments (pile height, distance from residual trees, etc.).

14. Road Construction and Maintenance (A12). Detail any provision to be applied in lieu of or supplementing Part B of the 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, etc. Include appropriate definitions. If none, enter “refer to Standard Provisions.” Road locations and any other improvements or requirements shall be designated on Exhibit A, Sale Map.

15. Special Provisions (A13). The entries in this section as well as those of A10, A11, and A12, 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. If more Special Provisions are added to the contract, the additional pages must be inserted as pages 6a, 6b, etc. At the bottom of each added page, type the following:

Big Tree Timber Contract #F5435C0001 Page 6a

Special Provisions/Insert to Timber Contract for the Sale of Predetermined Volumes Form

16. Effective Date (A14). Self-explanatory.

17. Signatures. 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 6.

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.

a. 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)** |

b. Seller.

If the Seller is a Tribe, use Contract Signature Page 6. 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 6B. 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 two 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. Delete paragraph above approving officer before getting signatures.

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.