UNITED STATES DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

TIMBER HARVEST PERMIT

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|   |
|  |

Permit Name & Number:

Indian Reservation:

Permit Type: [ ]  Indian Free Use [ ]  Indian Paid [ ]  Non-Indian Paid

# Authority: This permit is authorized by 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.

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|  |

# Permittee Name and Address:

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| --- |
|  |

Permission is hereby granted to the Permittee to cut and remove designated timber, on or before from the following tract(s) and as shown on the attached Exhibit A map.

# Permit Area Description:

Click or tap here to enter text.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Tribal/Allotted/Other** | **Title Tract Number** | **Township** | **Range** | **Section** | **Sale Area Acres** | **Harvest Block Acres** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |   |   |   | Total |  |  |

 **Designated Timber**

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**  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |   | **Totals** |  |   |  |

The volumes above are estimates only and are not guaranteed.

**Payment** for timber must be made as follows:

Click or tap here to enter text.

**Permittee agrees** to comply with the conditions and provisions of this permit by signing below.

|  |  |
| --- | --- |
| Permittee Signature & Date |   |
| Seller Signature & Date |   |
| Seller Name & Title |   |
| Approving Officer Signature & Date |   |
| Approving Officer Name & Title |   |

**Standard Provisions**

### DEFINITIONS

1.1 **Approving Office**r **(AO)** - the Line Officer who approves the permit or an authorized representative.

1.2 **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.

1.3 **Operations** - all activities and use of equipment by the Permittee in the execution of the permit.

1.4 **Permittee** - the purchaser of forest products under the permit and any successor(s) in interest.

### OPERATIONS

2.1 The Permittee must have this permit in possession when operating on, or hauling products from, the permit area.

2.2 Trees not designated for harvest must be protected from damage. Unnecessary damage by the Permittee will be assessed by the OIC and paid for by the Permittee at double the permit stumpage rates.

2.3 Stumps must be cut as low as practical to avoid waste. The height of any stump must not exceed one-half its diameter, unless authorized by the OIC.

2.4 The slash resulting from operations, including limbs, tops, damaged sub-merchantable trees, and other material must be treated as directed by the OIC. The slash must be cut into smaller pieces, scattered, or piled compactly away from the residual trees in the permit area, or a combination thereof. Roads, road rights-of-way, and landings must be kept clear of slash.

### SCALING AND MOVEMENT OF PRODUCTS

3.1 For estimated volume permits, logs or other products must be decked, stacked, or otherwise held at scaling points designated by the OIC. Products must not be moved until they have been scaled and released by the OIC. Products that are moved contrary to the instructions of the OIC are paid for by the Permittee at double the permit stumpage rates.

3.2 For estimated volume permits, waste from high stumps, improper bucking, breakage, and partially sound logs, and all trees which are left felled, lodged, or badly damaged by the operations are scaled for their merchantable contents (as if they had not been damaged). This material will be paid for by the Permittee at double the permit stumpage rates or as designated by local policy.

### FIRE OPERATIONS

4.1 The Permittee must take all reasonable and practicable action to prevent fires resulting from permit activity, as required by a Fire Plan or the AO. When no other fire prevention direction has been provided, the requirements are not less than that required under the laws of the state in which the permit area is located.

4.2 The Permittee must immediately report any wildfires to the OIC.

4.3 When requested by the AO, the Permittee must make available any or all qualified personnel and equipment for use in suppressing a wildfire in, or threatening, the sale area.

4.4 The AO may require the Permittee to suspend any or all operations during high fire danger, or when fire is within or threatening the permit area.

4.5 The Permittee is liable for all damages and suppression costs of fires caused by negligence on the part of the Permittee, in an amount determined by the AO.

### ENVIRONMENTAL

5.1 If human remains or items of historical or archeological significance are discovered, the Permittee must immediately halt operations and inform the OIC.

5.2 Operations must be conducted in a manner that minimizes damage to the course, channel, and sides of all streams, riparian areas, and wetlands whenever encountered. Streams include both flowing and intermittent watercourses.

5.3 The Permittee must take immediate action to contain any hazardous material spills that have occurred as a result of their operations. The Permittee must notify the OIC immediately of such spills. Hazardous materials must be disposed of as directed by the OIC. Hazardous materials include, but are not limited to, petroleum products such as

fuel, oil, hydraulic fluids, contaminated soils, etc. Permittee is responsible for environmental liabilities caused by operations.

5.4 The OIC may suspend operations during periods of wet weather when soil damages and road rutting could occur. The OIC may direct the Permittee to take reasonable soil erosion prevention measures to retain road surfaces and prevent the gullying of roads and skid trails, or to repair damages caused by operations.

5.5 All equipment and trash resulting from the operations must be removed and disposed of properly.

### OTHER PROVISIONS

6.1 A performance bond may be required as determined by the AO.

6.2 The Permittee must comply with all other laws and regulations governing the reservation within which the permit tracts are located.

6.3 If the Purchaser breaches terms of this permit and does not resolve the situation to the satisfaction of the AO, the AO may revoke the permit by written notice to the Purchaser and halt operations. A Revocation must address title and ownership of harvested material not removed from the permit area, equipment not removed, unresolved permit obligations, and other items determined by the AO.

6.4 The Permittee or Seller may submit, in writing, disputes of any action or decision made under the permit.

6.5 The parties to this contract may appeal, in accordance with the regulations stated in 25 CFR Part 2, any action or decision taken by the AO.

### SPECIAL PROVISIONS

**Instructions for Completion of
Timber Cutting Permit**

#### Information

Complete as indicated to aid in reporting and to help monitor timber harvesting in the field.

1. Enter the permit name and permit number (10-digit alphanumeric). This identifying number is included on each page attached to the permit.
2. Enter the reservation name or “Public Domain” as appropriate.
3. Check box for permit type – Indian Free Use Permit, Indian Paid Permit, or Non-Indian Paid Permit.
4. Authority – Leave as written.
5. Enter the permittee’s name, address, and date by which designated timber must be cut and removed.
6. Enter the permit tract or tract(s) and legal description. Reference is made to a permit map that must be attached for visual reference of the harvest area.
7. Enter the species, products, units, and rates for estimated volume of timber. If this is a predetermined volume permit, strike the word “Estimated” from the table title and column headings.
8. Describe how the timber is designated for harvest, including:
* Paint and flagging color, or other descriptions or physical markings.
* Specify the species, product, and other parameters of the designated timber.
* Describe how the harvest boundary is identified or marked.
1. Include utilization specifications for the designated timber.
2. Describe requirements for payment for timber, including:
* Performance bond,
* free use,
* single payment or installment payments for predetermined volume,
* advance payments,
* advance deposits required for estimated volume,
* any waiver of requirements made for permits issued to Indian Forest Enterprises, and
* where payment is to be made.

#### Signatures

Each party to the contract must sign, manually or digitally, where required with the Approving Officer or designated representative being the last to sign the contract.

Permittee

The “Signature & Date” line designated for “Permittee” must be signed and dated by the person obtaining the permit. If the Permittee is a Tribe, the authorized Tribal Representative signs. This individual or entity is responsible for all activities associated with the harvest under the permit.

Seller

If more signature lines are needed for the Seller, they are added to the form.

* + - If the Seller is a **Tribe** – the Name and Title of the authorized Tribal representative(s) is/are filled in and they sign in the designated locations.
		- If the Seller is a **single owner allottee** – they sign and date and enter their name and title. If the single owner allottee does not wish to sign the permit, they may sign a Power of Attorney (POA) form, and the Approving Officer signs as the Seller.
		- If the Seller contains **multiple allottees** – the legal representative of the allottees signs. The Approving Officer is given that right by the POA as the legal representative.
		- If there is a **combination of ownership**, more lines will need to be added to allow for signatures representing all Sellers.

Approving Officer

The Secretary or designated Bureau Official, as delegated by the Secretary, approves the permit by printing their name, signing, and entering the date of signature above their Title. 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. If approved by the BIA under a Forest Products Use Policy (FPUP) document, the resolution’s number and date of BIA approval of the FPUP is entered in the space of the approval signature.

#### Standard Provisions

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

Section 4 is never to be indicated as “not applicable” and applies to all permits.

#### Special Provisions

Add into “7. Special Provisions” any additional provisions necessary to implement the permit. These Special Provisions must be carefully prepared to prevent contradiction with provisions preprinted on the form.