

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE TIMBER SALE CONTRACT <i>(Applicable to Sales to be Measured before Felling)</i>		Name of Purchaser Purchaser Name Address City, State Zip Code	
National Forest Huron-Manistee	Ranger District District Name	Region Eastern	Contract Number 5 Digit Contract Number
Sale Name Timber Sale Name		Award Date mm/dd/yyyy	Termination Date mm/dd/yyyy

The parties to this contract are The United States of America, acting through the Forest Service, United States Department of Agriculture, hereinafter called Forest Service, and ^{1/} Purchaser name

a corporation organized and existing under the laws of the State of Michigan hereinafter called Purchaser.

^{2/} Forest Service having advertised a sale at which either (1) Purchaser, whose required bid deposit is now held by Forest Service as an initial deposit, was the successful bidder, or (2) no bids were received and Purchaser having subsequently offered at least the minimum advertised price and made an initial deposit in the same amount as the bid deposit specified in the sale advertisement; and the parties hereto desiring to record their agreement; now therefore,

Unless provided otherwise herein, Forest Service agrees to sell and permit Purchaser to cut and remove Included Timber and Purchaser agrees to purchase, cut, and remove Included Timber.

This contract consists of three Divisions: AT – Specific Conditions, BT – Standard Provisions, and CT – Special Provisions, together with Sale Area Map, Plans and specifications for developments (if any), and such attachments as may be provided for in Division BT or Division CT. Specific Conditions are numbered and apply to the Part, Section, Subsection, or Item of the Standard Provisions, as indicated hereunder. Other conditions of this contract are stated in Division CT – Special Provisions.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the award date.

UNITED STATES OF AMERICA

By: Signature of Contracting Officer
Contracting Officer
 (Title)

Purchaser Name
 (Purchaser) ^{4/} *Owner/Purchaser or designated authority signs here (must be established in writing prior to signature)*

By: _____
Title of individual signing
 (Title)

_____ address
 (Business Address)

Two Witnesses: ^{3/} No Witness Signatures
If Purchaser is Incorporated.

 (Name)

 (Address)

 (Name)

 (Address)

Section 5. **MUST** be filled
 Out if purchaser is
 Incorporated.

I, ^{5/} Name of SECRETARY, certify that I am the Title of Secretary (Corporate, Owner, etc.) Secretary of the corporation named as Purchaser herein; that Name of individual who signed line 4 above who signed this contract on behalf of Purchaser, was then Title of individual who signed line 4 above of the corporation; that the contract was duly signed for and in behalf of the corporation by authority of its governing body, and is within the scope of its corporate powers.

Signature of SECRETARY
This Corporation Has No Seal

CORPORATE SEAL ^{6/}

This line needs to be signed by whomever is designated above in section 5 as the SECRETARY. If there is no seal, please write below this line that "This Corporation has no seal" A signature is still required if the corporate seal is used.

INSTRUCTIONS:

1/ If Purchaser is a corporation, state a "corporation organized and existing under the laws of the State of _____" and specify the State; if Purchaser is a partnership, state a "partnership consisting of _____" and specify the names of each partner; and if Purchaser is a sole proprietor doing business under an assumed name, state "(n) individual doing business under the name of _____ City of _____, State of _____."

2/ Delete this paragraph for unadvertised administrative use and timber settlement contracts.

3/ The signatures and addresses of two witnesses are required if Purchaser is other than a corporation.

4/ If Purchaser is a co-partnership, the signatures should be: XYZ Company, by John Doe, a member of the firm. If Purchaser is a corporation, form of signature should be: XYZ Company, by John Doe, President (or other officer or agent) and the seal of the corporation must be impressed or indicated.

5/ The certificate must be completed if Purchaser is a corporation.

6/ For companies incorporated in States that require a corporate seal, if the corporation has no corporate seal that fact shall be stated, in which case a scroll or adhesive seal shall follow the corporate name.

EXAMPLE 1/	
<i>Subcontractor Certification</i>	
<i>Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion</i>	
Timber Sale Name: _____	
National Forest: _____	
The prospective subcontractor (participants in lower tier covered transactions) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this timber sale by any Federal department or agency.	
Where the prospective subcontractor is unable to certify to any of the statements in this certification, such prospective subcontractor shall attach an explanation to this proposal.	
Name of Subcontractor: _____	
Business Address: _____	
_____	_____
Date	Signature
<u>1/</u> It is Purchaser's responsibility to have Subcontractors complete this certification and to maintain a file of completed certifications. This certification does not need to be returned to Forest Service, except at the written request of Contracting Officer.	

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Sale Name		Award Date	Termination Date

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UNITED STATES OF AMERICA

By: _____

(Title)

(Purchaser) ^{4/}

By: _____

(Title)

(Business Address)

Two Witnesses: ^{3/} _____

(Name)

(Address)

(Name)

(Address)

I, ^{5/} _____, certify that I am the _____ Secretary of the corporation named as Purchaser herein; that _____ who signed this contract on behalf of Purchaser, was then _____ of the corporation; that the contract was duly signed for and in behalf of the corporation by authority of its governing body, and is within the scope of its corporate powers.

**CORPORATE
SEAL ^{6/}**

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