Region: Pacific N-West
Forest: Gifford Pinchot
District: Mt St Helens NVM

**U.S. DEPARTMENT OF AGRICULTURE**
**FOREST SERVICE**
**CONTRACT FOR SALE OF DECKED TIMBER**



| | |
|---|---|
| Sale Name: MSH Compound 2 Firewood | Contract No: |
| | Procurement Contract No: |
| | Award Date: |
| | Termination Date: 04/25/2015 |
| | Legal Location:<br>T. 5 N., R. 3 E., Section 12, W.M., Surveyed, Clark County, Washington |

**Included Timber**

| Product | Species | Estimated Quantity | Unit of Measure (UOM) | Product Rate per UOM | Road Maint. Deposits per UOM | Total Products $ | Total Road Maintenance |
|---|---|---|---|---|---|---|---|
| Fuelwood | Douglas-fir and Other Coniferous Species | 28.00 | Cords | | 2.00 | | 56.00 |
| | **Total Quantity:** | 28.00 | | | **Total Sale Value:** | | 56.00 |

**General Conditions**

Amount Payable for Timber. Purchaser shall pay to USDA Forest Service the total sale value for products and road maintenance when the contract is executed. Additional timber shall be paid for prior to removal.

Additional Timber. Forest Service may add to the contract timber cut to facilitate operations and undesignated trees damaged by Purchaser. Such timber shall be paid for at contract rates, plus deposits. Timber subject to agreement may be added to the contract, subject to agreement on volume.

Statutory Compliance. Purchaser agrees to conduct operations under this contract and other related business activities in compliance with Federal, State, and local statutes, standards, orders, permits, or other regulations.

Use of Roads by Purchaser. Purchaser is authorized to use existing National Forest roads when such use will not cause damage to the roads or National Forest resources and when hauling can be done safely.

Road Maintenance. If Purchaser elects to use different roads than those in Forest Service Road Maintenance Plan, Forest Service shall determine Purchaser's commensurate share of road maintenance and revise road maintenance deposits.

Product Identification. West of the 100th meridian, before transport, unless Contracting Officer determines that circumstances warrant a written waiver or adjustment, Purchaser shall hammer brand, with assigned brand, all products that are eight (8) feet or more in length and one-third (1/3) or more sound, on each end that is seven (7) inches or more in diameter. Products that require domestic processing that are eight (8) feet or more in length and one-third (1/3) or more sound must also be painted with a spot of highway-yellow paint at least three (3) square inches in size on each end that is seven (7) inches or more in diameter. All hammer brands and/or highway-yellow paint must remain on logs until they are domestically processed.

Title Passage. All right, title, and interest in and to timber shall vest in Purchaser when it has been decked and paid for. Title to any timber that has not been removed from National Forest land by Purchaser on or prior to termination date shall revert to Forest Service.

Liability for Loss. If timber is destroyed or damaged the party holding title shall bear the value loss resulting from such destruction or damage.

Contract Term Adjustment. The contract term shall be adjusted to include additional calendar days equal to the actual time lost if hauling is interrupted due to causes beyond Purchaser's control or Purchaser accepts Forest Service written request to interrupt or delay operations.

Contract Term Extension. If the associated procurement contract is extended the contract term of this contract shall be extended to include additional calendar days equal to the additional time on the procurement contract.

Termination. In event the associated procurement contract is canceled, this contract shall be terminated without liability to either party due to the termination. Purchaser shall receive a refund for any included timber not removed due to termination.

Disputes. This contract is subject to the Contract Disputes Act of 1978.

**Other Conditions**

MSH Compound 2 Firewood Sale is located within the Mt. St. Helens National Volcanic Monument Office Compound at Chelatchie Prairie, approximately 3.5 miles NE of Amboy, WA, off of Highway 503.

Harvest Activities within the Forest Service Compound may occur 7 days a week during daylight hours only, unless otherwise agreed to with the Forest Service.

Protect improvements within the Forest Service Compound, i.e. pavement, phone/water/electrical lines, fence, buildings, picnic tables, fire hydrants, fire hose boxes, septic tank, septic tank pumping station floats, and sump.

All improvements are not shown on Sale Area Map.

Included material is marked with blue paint and has white tags with sale name. There is also blue flagging hanging by each area where the trees are located.

Material may be removed in firewood or piece form.

Restricted to pickup truck, log truck with self loader, or rubber tired skidder, unless otherwise agreed to with the Forest Service.

| **Signatures** | | | | |
|---|---|---|---|---|
| Witness Signature | Date | | Contracting Officer Signature | Date |
| Witness Signature | Date | | Purchaser Signature | Date |

**CERTIFICATION**

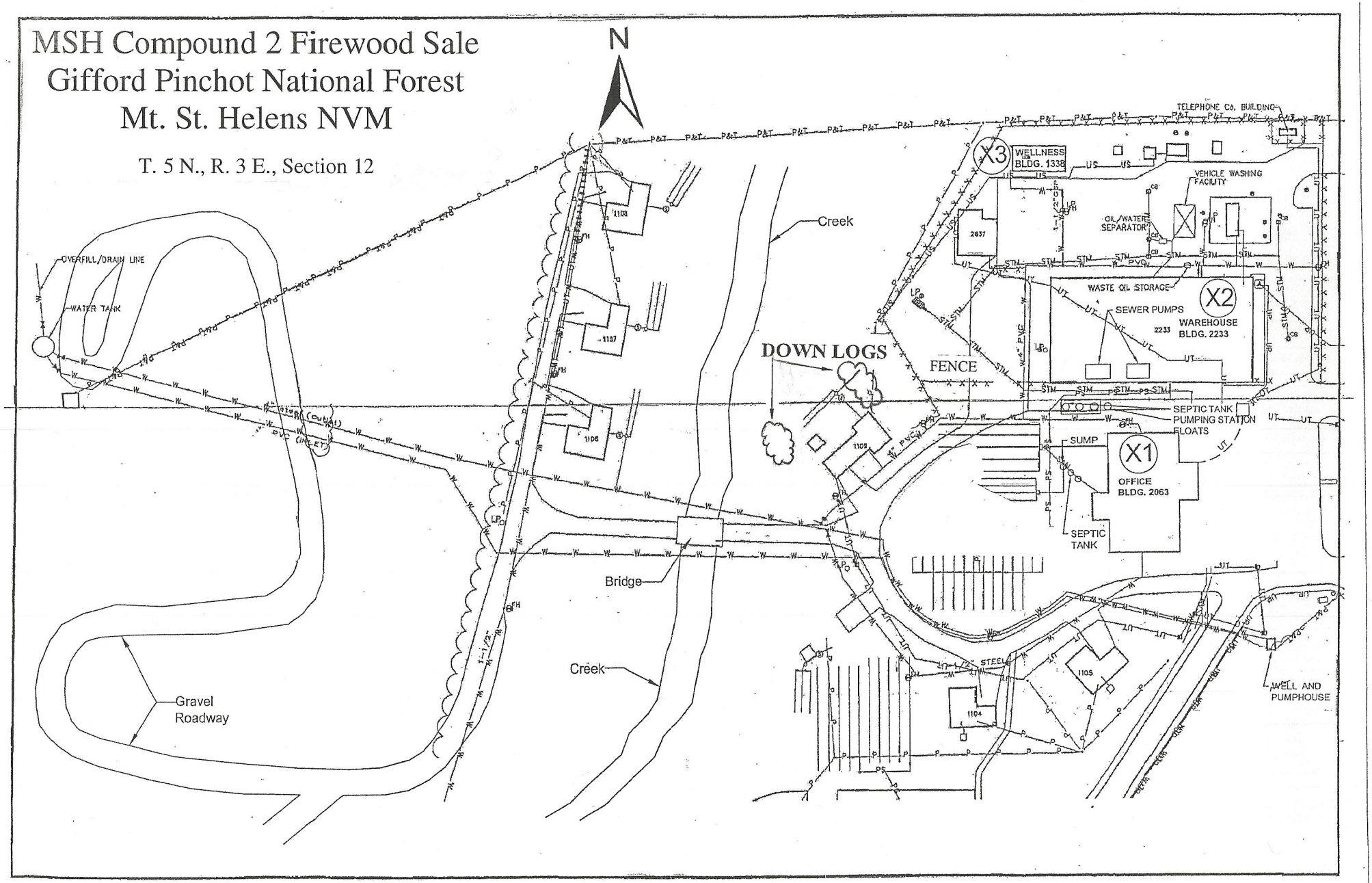
I, _____, certify that I am the _____ Secretary of the corporation named as Purchaser herein; that _____ who signed this contract on behalf of the Purchaser, was then _____ of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body,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

_____

CORPORATE SEAL

# MSH Compound 2 Firewood Sale
# Gifford Pinchot National Forest
# Mt. St. Helens NVM

T. 5 N., R. 3 E., Section 12




**Scale: 1 inch = approximately 100 Feet**

**Map not drawn to scale**

**Legend**

- Roads
- Down Logs
- Buildings