

Lump Sum Contract Conditions:

1. All trees are to be pre-approved prior to cutting if not marked or designated to be cut. Any unmarked trees cut, pushed over or damaged are to be decked, scaled, and billed for in addition to lump sum bid value. Any trees cut without approval will subject the contractor to penalties and fines.
2. Volume to be cut is estimated but not guaranteed. If the volume of timber exceeds the estimate, as a whole or by species, the Purchaser has the obligation to cut and remove it. If there is less timber than estimated, there is no obligation to the Seller to make up the deficiency. The timber designated or marked will not be changed to increase the cut to the estimate.
3. No portion of the stumpage payment will be returned to the Purchaser after award and signing of the Contract.
4. Forest products and stumpage remaining on the sale area at expiration of the Contract revert to ownership of the Seller.
5. Hauling on the same day from both this sale and a scaled timber sale located on land owned by the Seller, without authorization from the Seller, will be considered a breach and repudiation of this Contract by the Purchaser.
6. Other conditions:
 - a. Any zone may be started first but must be prepaid prior to starting another zone.
 - b. 35% of the total lump sum bid value must be paid prior to starting in either Zone A or Zone B and the remaining 30% must be paid prior to starting in Zone C.
 - c. The contract period is 2 years without any extensions.