

This timber sale contract made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by and between \_\_\_\_\_,  
hereinafter called the Seller, and \_\_\_\_\_,  
hereinafter called the Purchaser.

WITNESSETH:

That for and in consideration of the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_)  
paid in lump sum upon the signing of this contract, the Seller agrees to  
sell and the Purchaser agrees to purchase all trees of the Seller's timber  
which the Seller has designated for cutting with two spots of \_\_\_\_\_  
paint, one above stump height and one below stump height, said tract of  
timber being located in \_\_\_\_\_ County, Kentucky, and  
recorded in Deed Book Number \_\_\_\_\_, Pages \_\_\_\_\_,  
in \_\_\_\_\_ County, Kentucky.

The Seller further agrees that as a consideration for the improvement of his  
woods, the Purchaser may, at his option, cut and remove those cull trees  
which have been additionally designated for cutting by  
\_\_\_\_\_.

The Purchaser agrees that those trees not marked for sale or as cull shall be  
protected from unnecessary injury. This is to specifically include trunk  
damage from bark skinning and bole damage from broken branches which  
might otherwise occur due to the felling and skidding of those trees which are  
to be removed under this contract.

The Seller guarantees clear title to the above-designated stand of timber and  
agrees to defend that title against any and all claims. The Seller further  
provides the Purchaser the right of ingress and egress over and through his  
controlled property and agrees to the use of reasonably sized yarding areas  
for the working, storage, and loading of the timber being harvested under this  
contract. The routes of ingress and egress and the yarding area locations are  
to be determined by mutual agreement of the Seller and the Purchaser.

The Seller further agrees to provide the Purchaser with definable boundary  
line descriptions (fence line, creek bank, road, ridgetop, or other means), and  
to show the boundary lines to the Purchaser, or Purchaser's agent(s) prior to  
the beginning of cutting operations. Any unclear boundary line description will  
be resolved before the cutting of the timber in those questionable boundary  
line locations. This section, together with the above-referenced guaranty of  
title, shall be deemed sufficient to meet the requirements of Section 1,  
Subsection 2a of KRS 364.130, as it may apply to the Purchaser in any  
future claims of timber trespass which may arise from adjoining landowners.  
The time period of this contract shall be \_\_\_\_\_ year(s),  
\_\_\_\_\_ month(s) from the date of execution specified above, unless a  
written time period extension is executed and made a part of this contract  
prior to this contract's time period expiration. The Purchaser agrees that all  
logs, equipment, or other property of the Purchaser shall be removed from  
the Seller's property within thirty (30) days after the expiration of this contract  
or its extensions, unless prior approval is obtained from the Seller.

The Purchaser agrees to save harmless, the Seller, from any and all liability which may arise as a result of actions and activities which are executed by the Purchaser, the Purchaser's employees, agents, visitors, contractors, or others engaged in any way with the Purchaser under this contract.

The Purchaser agrees to protect and/or maintain all physical improvements of the Seller's property, such as roads, bridges, fences, pasture, and cultivated fields, affected by the activities conducted under this contract in functional condition throughout the life of this contract and to leave them in as good a condition as found upon the contract's expiration.

To reduce soil erosion and protect water quality, the Purchaser further agrees to implement the current edition of Best Management Practices, as contained in "Kentucky Forest Practice Guidelines For Water Quality Management," in all activities in the Seller's woodland.

It is further agreed and mutually understood that the Purchaser may assign any or all of his right under this contract at his sole choice and option with the express understanding that any such Assign will be bound by the terms herein mutually agreed. Such an Assign will not, however, relieve the Purchaser of his responsibilities.

Other considerations: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signed and executed in triplicate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESSES:

1. \_\_\_\_\_  
(Witness) (Seller)

2. \_\_\_\_\_  
(Witness) (Purchaser)