

PREPARED BY
STATE OF TENNESSEE
WILDLIFE RESOURCES AGENCY
MAIN HEADQUARTERS
5107 EDMONDSON PIKE
ELLINGTON AGRICULTURAL CENTER
NASHVILLE, TENNESSEE 37211

**STATE OF TENNESSEE
TENNESSEE WILDLIFE RESOURCES AGENCY
TIMBER SALE CONTRACT**

TIMBER SALE NUMBER **13AW-0926-1**

This Contract, by and between the State of Tennessee, Tennessee Wildlife Resources Agency ("State") and Buyer ("Purchaser"), is for the provision of the purchase of timber located on Cheatham WMA, as further defined in the "SCOPE OF SERVICES." State and Purchaser may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

A. TERM OF CONTRACT:

A.1. TERM AND HARVEST DATES. This Contract shall be effective for the periods beginning on Date ("Effective Date") and ending on September 30, 2027 ("Term"). The Purchaser will be given the terms of the contract to complete the logging operation. The contract will be subject to extension at State's discretion. The State shall have no obligation for goods delivered or services provided by the Purchaser prior to the Effective Date. **White Oak WMA has a logging restriction period during hunting seasons. No logging may be conducted November 7 through November 8, 2026. No logging may be conducted on Saturdays or Sundays November 21, 2026 through January 10, 2027. No logging may be conducted March 27 through March 28, 2027 and from April 3 through May 16, 2027. No logging may be conducted November 26 through November 27, 2026, December 31, 2026 through January 1, 2027 and December 25, 2026. Logging may resume May 17, 2027, until September 24, 2027.**

A.2. EXTENSIONS. State has the authority to grant extensions requested in writing by the Purchaser at a fee of one percent (1%) of the total sale price per month or a minimum of two hundred dollars (\$200.00) per month, whichever is greater. Extensions will be for a minimum of one (1) month. Purchaser must request an extension in writing at least thirty (30) days prior to the expiration date of this contract.

The State reserves the right to grant extensions when abnormal weather conditions or other factors beyond the Purchaser's control have prevented access to the site.

B. PAYMENT TERMS AND CONDITIONS:

B.1. PAYMENT. Payment shall be made by certified or cashier's check payable to the TENNESSEE WILDLIFE RESOURCES AGENCY in the full amount of \$_____. Full contract amount and performance bond equaling seven percent (7%) of the above purchase price (see Section B.2.) to be paid within 30 days of receipt of Agency invoice. Two separate checks are required for the above amounts.

- B.2. PERFORMANCE BOND. A performance bond in the amount of \$_____ shall be furnished by the Purchaser. The bond shall be furnished by certified or cashier's check to the TENNESSEE WILDLIFE RESOURCES AGENCY. The bond amount is refundable in full to the Purchaser at the time cutting operations have been completed, provided the terms of this agreement have been fully completed. If any conditions of this agreement are not complied with, the value of such damages or violations shall be deducted from the bond amount and the balance, if any, shall be returned to the Purchaser.

C. SCOPE OF SERVICES:

- C.1. The Purchaser agrees to harvest timber in strict accordance with all of the following conditions and requirements:
- C.2. The Purchaser agrees to buy, and the State agrees to sell timber located on White Oak WMA; with the timber is being sold on a lump sum basis. The timber is located in eight tracts totaling 288 acres on the White Oak WMA. It will be harvested in a clearcut with reserves method. All oak stems less than 14" dbh are to remain. All non-oak stems greater than 2 inches in diameter must be severed from the stump, leaving a stump no greater than 12 inches in height. Any historic roads, trails, or firebreaks should be free of brush and debris following harvest. The perimeter of each tract is defined as follows:

Tract Boundary Descriptions:

Unit 1 (Stand 100) is 58 acres and bound by blue paint on all 4 sides.

Unit 2 (Stand 101) is 29 acres and bound by blue paint on the west and south side, a swamp on the north side, stand 102 on the east side and a gravel road on the south side.

Unit 3 (Stand 102) is 31 acres and bound by public and WMA roads on the south side, connected to stand 101 on the west side, bound by a swamp on the north and east sides.

Unit 4 (Stand 103) is 49 acres and bound by blue paint on all 4 sides.

Unit 5 (Stand 104) is 18 acres and bound by blue paint on all 4 sides.

Unit 6 (Stand 105) is 94 acres and bound by blue paint on all 4 sides.

Unit 7 (Stand 106) is 5 acres and bound by a WMA road on the east side and a hardwood stand on west, north and south sides.

Unit 8 (Stand 107) is 4 acres and bound by a field on the south side and a hardwood stand on west, north and south sides.

Although the State does not guarantee the accuracy of these figures, the estimated volume (Doyle Log Rule) by species is as follows:

Species	Sawtimber Reported as Board Feet	Pulpwood Tons
Loblolly Pine	688,910	567
Yellow Poplar	28,883	10
Sweetgum	16,911	180
Elm	923	32
Red Maple		25
Eastern Red Cedar		3
Blackgum		2
Black Cherry		15
American Beech		15
Hickory		3
Green Ash		8
TOTAL	735,627	860

- C.3. HARVEST PLAN. Purchaser must file a written harvest plan and/or meet the State's Forester on site before harvesting begins to obtain approval on removal techniques.
- C.4. PENALTIES. Purchaser agrees to exercise caution to trees not designated for harvest. Any damaged, undesignated trees shall be paid for at the rate of three hundred and fifty dollars (\$350.00) per thousand board feet (Doyle Log Rule) or one hundred dollars (\$100.00) per ton of pulpwood, as estimated by the State's Forester. Any undesignated trees cut and removed shall be paid for at the rate of five hundred dollars (\$500.00) per thousand board feet (Doyle Log Rule) or two hundred dollars (\$200.00) per ton of pulpwood, as estimated by the State's Forester.
- C.5. PROTECTION OF ROADS AND TRAILS. Purchaser agrees to exercise reasonable care to prevent undue damage to roads and skid trails. State's Forester shall have authority to temporarily close down all or any part of the Purchaser's operations to prevent damage. Should this be necessary, an extension of time for removing the timber will be granted.
- C.6. DEBRIS. Purchaser must keep all roads, trails, ditch lines, fields, and streams clear of treetops, limbs, and other debris. Forest roads used in connection with this sale shall be kept in passable condition for normal use.
- Purchaser must disperse logging slash and debris from timber bunching areas to the satisfaction of State's Forester.
- C.7. LITTER. Purchaser must remove all bottles, cans, paper, and other litter from the timber sale area on a daily basis.
- C.8. HUNTING SEASONS. State shall have authority to stop timber harvesting operations one

day before the opening of big game hunting season and each day of the remainder of big game hunting season.

State shall have the authority to stop timber harvesting operations during small game seasons.

- C.9. FOREST FIRES. Purchaser will prevent and suppress any forest fires in or adjacent to the sale area.
- C.10. IMPROVEMENTS. The location of all improvements, including sawmill sets, roads, skid trails, and timber bunching areas to be made by the Purchaser in performing this contract shall be approved by the State in advance of location or construction. All structural improvements are to be removed on or before the date of completion of this contract, unless otherwise agreed upon.
- C.11. LIABILITY. All stumpage offered for sale is sold "Where Is and As Is" without recourse. No representation, warranty, either express or implied, or guaranty is made by the State as to the quantity, quality, condition, size or description. Any discrepancy between the State's estimated volume and the volume cut will not affect the validity of the sale or be considered the basis of a claim.
- The Purchaser shall be wholly and solely responsible for any and all losses or damages caused by the Purchaser or his employees, agents or assignees to any persons or property in connection with this operation, and binds and obligates himself to save and hold harmless the State on account of any such loss or damage, including all cost and expenses to State on account of any action filed against it in connection therewith.
- C.12. SUBCONTRACTOR. Subcontractor(s) must be approved in writing by the State. Purchaser assumes any and all liability incurred by subcontractor(s). All Master Logger requirements (Section D.3.) apply to subcontractor's on-ground supervisor.
- C.13. TERMINATION FOR CAUSE. Any violation of this contract by the Purchaser, as determined by the State, constitutes just reason for immediate oral termination of the contract and eviction from State-owned property, said oral termination and/or eviction to be followed by written termination and/or eviction within twenty-four (24) hours.
- C.14. TERMINATION FOR CONVENIENCE. The State may terminate this Contract without cause for any reason. A termination for convenience shall not be a breach of this Contract by the State. The State shall give the Purchaser at least thirty (30) days written notice before the effective termination date. The Purchaser shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Purchaser for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Purchaser shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- C.15. CROSSING PRIVATE PROPERTY. Purchaser shall be responsible for securing permission to cross private property as may be convenient or necessary in the performance of this contract.
- C.16. CROSSING STATE-OWNED PROPERTY. The State agrees to grant the right of ingress and egress to and from the sale area across State-owned land.

- C.17. BEST MANAGEMENT PRACTICES. Where a stricter standard is not required by the preceding paragraphs of this contract or where this contract does not provide a standard, the standard of performance will be consistent with Department of Agriculture, Division of Forestry publication "Best Management Practices (BMPs) for Timber Harvesting in Tennessee."
- C.18. SNAG TREE RETENTION. Purchaser must leave any standing dead trees within a tract to the satisfaction of the State.
- C.19. CROP DAMAGE. The Purchaser agrees to repair any damage to crop leases on the WMA to the farmer's or TWRA staff's satisfaction. Unreconciled damages to crop leases will come out of performance bond pursuant to Section B.2. of this contract.

D. MANDATORY TERMS AND CONDITIONS:

- D.1. CONFLICTS OF INTEREST. The Purchaser warrants that no part of the Purchaser's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Purchaser in connection with any work contemplated or performed under this Contract.

The Purchaser acknowledges, understands, and agrees that this Contract shall be null and void if the Purchaser is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Purchaser is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee

- D.2. MASTER LOGGER CERTIFICATION. Purchaser's on-site supervisor must have successfully completed Tennessee's Master Logger Program, or an equivalent program in another state. Documentation of successful completion of program must be provided to State's Forester at contract signing. If subcontractor is to be used, documentation of successful completion of program by subcontractor's on-site supervisor must be provided to State's Forester at the time subcontractor is submitted for approval (see Section C.10).
- D.3. STATE AND FEDERAL COMPLIANCE. Purchaser, his agents, employees, and invites, shall comply with all state and federal laws and regulations while on State property in the performance of this contract.
- D.4. MODIFICATION. The conditions of sale are completely set forth in this contract and none of its terms or conditions can be varied or modified except in writing and signed by both the State and the Purchaser.

IN WITNESS WHEREOF:

PURCHASER

STATE OF TENNESSEE
TENNESSEE WILDLIFE RESOURCES AGENCY

Signature of Purchaser

Jason Maxedon, Executive Director

Printed Name of Purchaser

Date

Date