

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**

PRO FORMA TIMBER SALE CONTRACT

TIMBER SALE NUMBER **21AE-926-3**

This Contract, by and between the State of Tennessee, Tennessee Wildlife Resources Agency ("State") and **Purchaser's Name** ("Purchaser"), is for the provision of timber harvest and/or salvage, 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 on the latter day of execution signed below ("Effective Date") and ending on **September 30, 2027** ("Term"). The Purchaser will be given the term 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. **Cheatham WMA has a logging restriction period during hunting seasons. No logging may be conducted on October 30 through November 1, and November 6 through November 8, 2026. No logging may be conducted on November 13, 2026, through November 28, 2026. Logging may resume November 29, 2026, until April 03, 2027. Logging may resume May 03, 2027, until September 30, 2027.**
- A.2. EXTENSIONS. The 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. The Purchaser must request an extension in writing at least thirty (30) days prior to the expiration date of this contract.

B. PAYMENT TERMS AND CONDITIONS:

The Purchaser agrees to buy and the State agrees to sell certain timber located on the **Cheatham Wildlife Management Area** ("WMA"). Further described in Addendum A and location depicted on maps in Addendum 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 **\$AMOUNT**. 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.
2. **PERFORMANCE BOND**. A performance bond in the amount of **\$AMOUNT** 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:

The Purchaser agrees to harvest timber in strict accordance with all of the following conditions and requirements:

- C.1. **HARVEST PLAN**. The Purchaser must file a written harvest plan and/or meet the State's Forester on site for a pre-operational meeting before harvesting begins to obtain approval on removal techniques.
- C.2. **PENALTIES**. The 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.3. PROTECTION OF ROADS AND TRAILS. The Purchaser agrees to exercise reasonable care to prevent undue damage to roads and skid trails. The 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.4. DEBRIS. The 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.

The Purchaser must disperse logging slash and debris from timber bunching areas to the satisfaction of the State's Forester.

C.5. LITTER. The Purchaser must remove all bottles, cans, paper, and other litter from the timber sale area on a daily basis.

C.6. HUNTING SEASONS. The 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.

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

C.7. FOREST FIRES. The Purchaser will prevent and suppress any forest fires in or adjacent to the sale area.

C.8. 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.9. 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.10. SUBCONTRACTOR. Subcontractor(s) must be approved in writing by the State. The Purchaser assumes any and all liability incurred by subcontractor(s). All Master Logger requirements (Section D.3.) apply to a subcontractor's on-ground supervisor.
- C.11. 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.12. 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.13. CROSSING PRIVATE PROPERTY. The Purchaser shall be responsible for securing permission to cross private property as may be convenient or necessary in the performance of this contract.
- C.14. 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.15. 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 the Department of Agriculture's, Division of Forestry, publication "Best Management Practices (BMPs) for

Timber Harvesting in Tennessee.”

- C.16. SNAG TREE RETENTION. **The Purchaser must leave any standing dead trees within a tract to the satisfaction of the State. Standing dead trees are marked with a “Blue” X**
- C.17. 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 the 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. The 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 the 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 the State’s Forester at the time subcontractor is submitted for approval (see Section C.10).
- D.3. STATE AND FEDERAL COMPLIANCE. The 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

Addendum A

Description of the Timber Sale Location and Timer being Sold

Tennessee Wildlife Resources Agency offers for sale certain marked timber in three (3) sales area(s) located on:

Cheatham Wildlife Management Area

County- Cheatham

Nearest Town/City- Ashland City

Map Reference- Addendum B

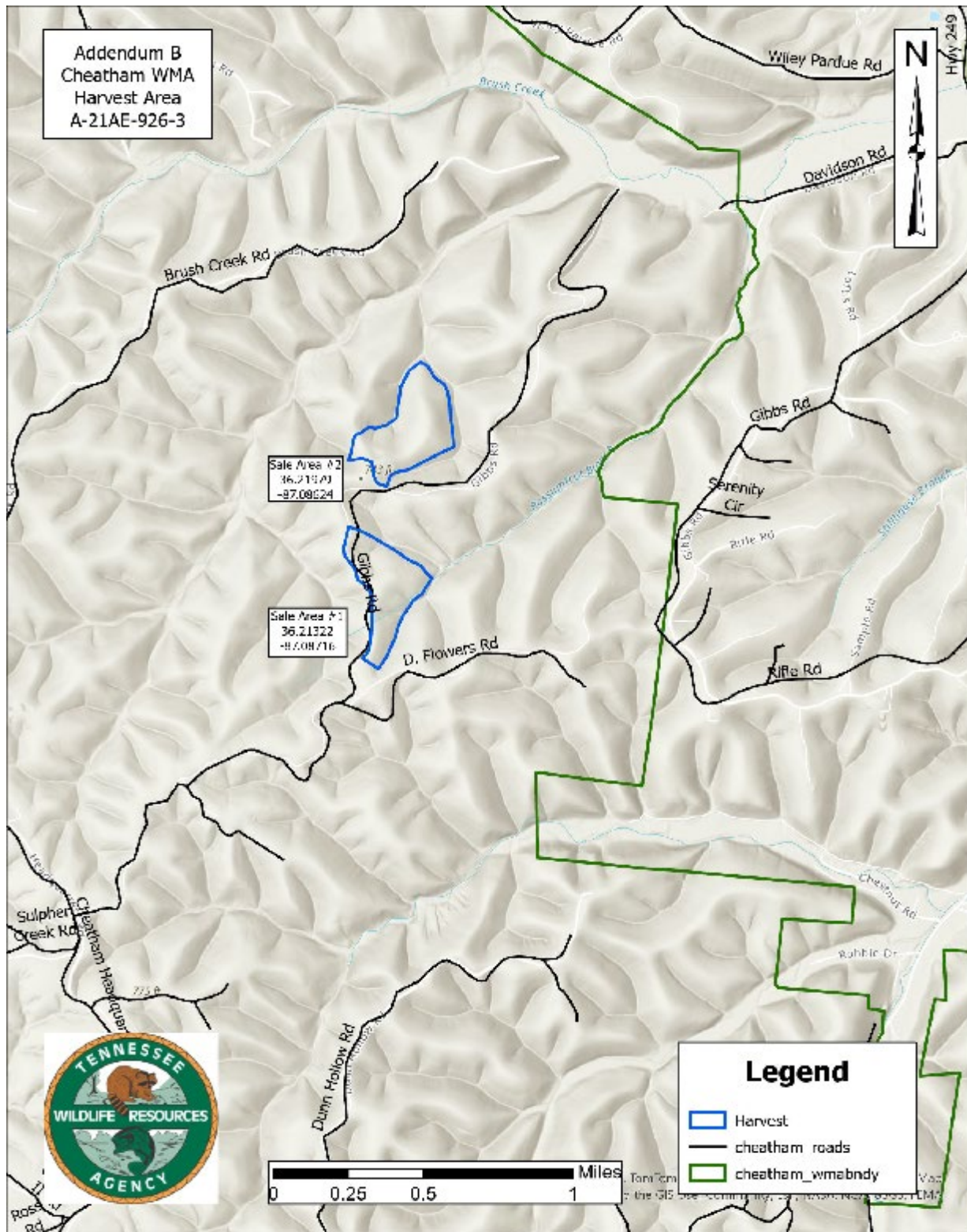
WMA	Sale Area Number	Compartment	Stand	Acres	Boundary Color
Cheatham	1	07	28	30	Orange
Cheatham	2	07	06	31	Orange
Total				61	

Although the State does not guarantee the accuracy of these figures, the estimated volume (Doyle 78 Log Rule) by species is as follows:

Species*	Number of Trees	Estimated Sawtimber Board Foot Volume Doyle (BF)
White Oak	509	93,752
Chestnut Oak	345	47,808
Post Oak	6	833
Red Oak	413	165,796
Hickory	546	68,878
Yellow Poplar	353	82,972
Gum	46	3,791
Misc. Hardwood	115	14,119
Total	2,333	477,949

*Miscellaneous includes: Black cherry, Red maple, American beech

Addendum B



Addendum C

Special Terms and Conditions

- A.** The PURCHASER shall purchase and spread **300** tons of # 3 or #4 coarse aggregate limestone gravel on haul roads used in conjunction with this sale. All gravel will be spread on haul roads or at locations designated by the Tennessee Wildlife Resources Agency representative, Forester or Technician.
- B.** The PURCHASER shall exercise caution and utmost care to prevent damage to trees not designated for harvest. Damage shall be determined and assessed at the sole discretion of the STATE's Forester and/or according to Section 7 (Penalties) of the contract. The PURCHASER shall not cut, push down, or through negligence damage any trees that have been marked with **ORANGE paint** to mark the boundary of the sale areas, **ORANGE paint** to mark boundaries of equipment exclusion zones, and/or **"X" of BLUE paint** to mark den or other leave trees.
- C.** Within the sale areas that are to be harvested the PURCHASER shall cut all trees 4.5 feet tall and taller (slashing), except within equipment restriction zones or other areas otherwise designated, where slashing shall **not** be implemented. Stumps of severed trees shall not exceed 12 inches in height above the ground.
- D.** The PURCHASER shall not enter equipment restriction zones with motorized equipment (bulldozers, skidders, and like equipment). Trees marked for removal in these areas shall be removed by cable. Non-merchantable tops and limbs shall be severed in the immediate sale area. Equipment restriction zones and SMZ's are to retain vegetation to protect the forest floor primarily for wildlife habitat and water quality protection.
- E.** Delimbing devices may be used for pine species only, but such devices shall be located away from the landing(s) at points designated by the STATE's forester. Hardwood species shall be topped and delimbed where the tree falls. Skidding of the tree-length boles (merchantable bole minus top and limbs) is acceptable for all species. Trees falling outside the sale area shall be pulled back into the sale area and non-merchantable tops and limbs severed in the immediate sale area.
- F.** The PURCHASER shall **not** allow excessive volumes of cut-off logs, tops and limbs to accumulate at either landings or delimbing devices. Cut-off logs, tops and limbs that for whatever reason accumulate at landings and delimbing devices shall be scattered evenly back onto the sale area each day in a manner and to the degree that is acceptable to the STATE's forester.

- G.** Within each sale area, logging shall be carried out in sections at the discretion of the STATE's Forester or designated representative. Each section must be completely harvested, with the exception and requirements mentioned above, before proceeding to the next section.
- H.** While on Cheatham Wildlife Management Area, equipment, trucks and trailers must remain on rocky surfaces when outside the sale area(s) and associated landing(s), except with written permission from the STATE's Forester.

Addendum D

Communications and Contacts

The State:

Name, Title

Address

Phone

Email

The PURCHASER:

Name

Address

Phone

Email

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.