

Sample Pine Thinning Contract



This sample pine thinning contract is intended only as a guide for forest landowners to ensure that pertinent provisions are addressed in their pine thinning contracts. **Example information is bolded and underlined.** We strongly encourage landowners to obtain the legal advice of an attorney when preparing all legal contracts.

STATE OF MISSISSIPPI
COUNTY(IES) OF **Oktibbeha**

TIMBER CUTTING AGREEMENT

WHEREAS, **John Smith** (hereinafter referred to as "PURCHASER") and **Jane Doe** (hereinafter referred to as "SELLER") have reached an agreement whereby PURCHASER shall purchase from SELLER certain timber, and whereas all parties desire to reduce their agreements to writing.

IT IS THEREFORE AGREED AS FOLLOWS, TO WIT:

1. The relationship between the PURCHASER and SELLER is contractual only. No partnership or joint venture is entered into by the parties hereto and the PURCHASER is an independent contractor.
2. SELLER is the legal owner of said timber and warrants the title to the timber hereby conveyed against the lawful claims of all third parties.
3. PURCHASER shall cut and haul the following described timber located on the following described property owned by SELLER. Thinning of **20** acres, more or less, of pine trees in **Oktibbeha** County(ies), Mississippi, located in **Sect. 13, T 17 N, R 12 E**, as designated on the attached map.
4. The timber purchase contract shall begin on the **9th** day of **August** in the year of **2019** and end on the **9th** day of **December** in the year **2020**.
5. The total consideration and purchase price of timber cut hereunder shall be based upon the weight of timber cut and delivered at the rate of **\$4.00** per ton for pulpwood trees, **\$10.00** per ton for chip-n-saw trees, and **\$22.00** per ton for sawtimber trees. Payment shall be made weekly to SELLER for timber cut and removed the preceding week. The weight of the timber cut and removed will be determined by scalers at the place of delivery. PURCHASER shall furnish SELLER **weekly** settlement records and scale tickets. The weight as shown on the settlement records and payments therefore shall be binding upon SELLER unless contested within thirty (30) days following receipt of any settlement records and payments.
6. PURCHASER shall hold SELLER harmless from any damage caused by them or their employees or agents to persons or property arising from his/her operations on said lands. PURCHASER will have liability insurance in force of not less than \$1,000,000 and provide proof of said liability insurance.

7. PURCHASER may use employees to accomplish the timber harvest. No one participating in the timber harvest is an employee of the SELLER. When required by law, PURCHASER will have workman’s compensation insurance on his/her employees while harvesting the timber. SELLER shall not be responsible for any injuries to any employees of PURCHASER.
8. The PURCHASER and SELLER agree to the following:
 - A. This agreement shall not be assigned in whole or in part by either party without written consent of the other party.
 - B. PURCHASER shall cut and haul timber in accordance with THINNING TECHNIQUE # 3 as described as follows:

THINNING TECHNIQUE #1: THIRD ROW THIN

Thinning of trees will be accomplished by removing every third row. Twenty-five percent of trees on the remaining two rows on either side of the removal row will be cut. Trees cut from remaining rows will be slower growth, smaller, malformed, or diseased trees. An average of 80 square feet of basal area and/or 229 trees per acre will be retained (not cut) after thinning. See Table 1.

THINNING TECHNIQUE #2: FOURTH ROW THIN

Thinning of trees will be accomplished by removing every fourth row. Thirty-three percent of trees on the remaining three rows on either side of the removal row will be cut. Trees cut from remaining rows will be slower growth, smaller, malformed, or diseased trees. An average of 80 square feet of basal area and/or 229 trees per acre will be left (not cut) after thinning. See Table 1.

THINNING TECHNIQUE #3: FIFTH ROW THIN

Thinning of trees will be accomplished by removing every fifth row. Forty percent of trees on the remaining four rows on either side of the removal row will be cut. Trees cut from remaining rows will be slower growth, smaller, malformed, or diseased trees. An average of 80 square feet of basal area and/or 229 trees per acre will be left (not cut) after thinning. See Table 1.

Table 1. Description of pine tree density to leave (not cut) after thinning given target basal area (BA) and average pine diameter at breast height (DBH) before thinning.

Target BA to leave (not cut) as determined by SELLER: 80 square feet per acre

Target DBH = average pine DBH before thinning plus 1 inch = 8 inches

Target trees per acre to leave (not cut) that will achieve target BA and DBH = 229 trees per acre (from below)

Target DBH (inches)	Target BA: 60 sq ft per acre	Target BA: 70 sq ft per acre	Target BA: 80 sq ft per acre
5	440	513	587
6	306	357	408
7	225	262	299
8	172	201	229
9	136	158	181
10	110	128	147
11	91	106	121
12	76	89	102
13	65	76	87
14	56	65	75

THINNING TECHNIQUE #4: STRIP THINNING

Thinning of trees will be accomplished by removing a strip of trees about 20 feet wide along plantation contours to make room for equipment to pass without damaging trees on each side. A 40-foot-wide leave or uncut strip shall be left between cut strips. Twenty-five percent of trees in the 40-foot leave strip will be cut. Trees cut from remaining strips will be slower growth, smaller, malformed, or diseased trees. An average of **80** square feet of basal area and/or **229** trees per acre will be left (not cut) after thinning. See Table 1.

THINNING TECHNIQUE #5: MARKED LEAVE TREE

Thinning will be accomplished by cutting trees **not marked** with **blue** colored paint. Trees marked with **blue** colored paint shall not be harvested or damaged during the harvest operation.

THINNING TECHNIQUE #6: MARKED CUT TREE

Thinning will be accomplished by cutting all trees **marked** with **blue** colored paint. Trees not marked with **blue** colored paint shall not be harvested or damaged during the harvest operation.

- C. Dry weather harvest operations only will be permitted. SELLER retains the right to stop harvest operations due to wet ground conditions. Additional time to harvest will be given to PURCHASER for days the harvest is suspended.
- D. Reasonable care shall be taken to protect the residual stand from damage. SELLER retains the right to stop harvest operations if he/she considers excessive damage is occurring, or residual stand does not meet basal area and trees per acre requirements stated in Item 8. B.
- E. Location of all logging/loading decks will be agreed upon by the SELLER and PURCHASER prior to construction of said decks.
- F. PURCHASER shall notify SELLER at least 3 days prior to the commencement and suspension of harvest operations.
- G. The thinning operation will be conducted in accordance with Mississippi's Best Management Practices.
- H. Prior to commencement of harvest operations, SELLER and PURCHASER or his/her agent will examine all roads and ditches on SELLER'S property. PURCHASER agrees to leave all roads and ditches in as good as condition as when he/she started the thinning operation. Thirty days after completion of harvest, if PURCHASER has not accomplished this requirement, the SELLER has the right to hire the necessary work to return roads and ditches to original condition and the PURCHASER agrees to pay for this expense.
- I. In case of dispute over terms of this contract, the final decision shall rest with an arbitration board of three registered foresters, one to be selected by each party to this contract and a third to be selected by the other two members of the arbitration board.

THIS AGREEMENT entered into on this, the **15th** day of **July**, 2019.

Robert Greene

WITNESS

Jane Doe

SELLER

Debra Jones

WITNESS

John Smith

PURCHASER

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Publication 2735 (POD-09-19)

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Produced by Agricultural Communications.

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Extension Service of Mississippi State University, cooperating with U.S. Department of Agriculture. Published in furtherance of Acts of Congress, May 8 and June 30, 1914. GARY B. JACKSON, Director