



IRON COUNTY FORESTRY DEPARTMENT

TIMBER SALE CONTRACT

Tract No. «Tract_No»

Contract «Contract»

THIS AGREEMENT, effective _____, is made by and between Iron County, Wisconsin, a Wisconsin governmental body, acting through the Iron County Forestry and Parks Committee, its duly authorized agent (hereinafter referred to as SELLER),

and **«Contractor»** _____, (hereinafter referred to as PURCHASER). Contact information of and for the parties is recited in Paragraph 43 of this Agreement.

WITNESSETH:

WHEREAS: The SELLER is the owner of certain forest land described in the body of this contract, and all forest products, including merchantable timber, located thereon; and

WHEREAS: The SELLER desires to sell certain designated trees standing and lying on the tract of forest land described herein; and

WHEREAS: The PURCHASER desires to purchase the said designated trees standing and lying on the tract of forest land described herein, owned by SELLER; and

WHEREAS: The PURCHASER is authorized to conduct business and logging operations within the State of Wisconsin,

NOW, THEREFORE in consideration of the promises and the mutual covenants contained in this Agreement, the SELLER and PURCHASER mutually agree as follows:

1. CONTRACTING PARTIES.

- A. In this Contract, the Seller and Purchaser include their respective officers, employees, agents, directors, subcontractors, assignees, partners, representatives, heirs, members, and servants. The primary agent of the Seller is the Iron County Forest Administrator, hereinafter referred to as the Forest Administrator.
- B. If the Purchaser ceases to exist, in fact or by law, the Seller may immediately terminate this Contract and, without waiving any remedies available to it, perform the Contract.

2. **TIMBER SALE BID FORM.**

It is agreed by the parties that the “Timber Sale Bid Form” signed and submitted by Purchaser for the purpose of acquiring the Timber Sale that is the subject of this Contract, is made a part of this Contract, as though fully set forth herein (see “Attachment A”).

3. **SALE AREA.**

A. The Seller hereby authorizes the Purchaser to enter upon the following described lands, hereinafter referred to as “Sale Area,” for the purpose of cutting and removing all timber marked or otherwise designated by the Seller’s Forest Administrator, or his designee:

Town Name: «Town_Name»

Township «Township»; Range «Range»; Section «Section»

Legal Description: «Legal_Desc»

Town Name: «M_2nd_Town_Name»

Township «M_2nd_Tow; Range «M_2nd_Rang; Section «M_2nd_Sect

Legal Description: _____

B. The Sale Area is further designated and/or described on the map(s) and/or diagram(s) attached hereto and made a part of this Timber Sale Contract (see “Attachment B”).

4. **CONTRACT PERIOD.**

A. TIME AND STRICT PERFORMANCE are of the essence as to this Contract. Purchaser agrees to fully perform this Contract by **December 31, 2022**. At 12:01 a.m. of the following date, all of Purchaser’s rights under this Contract (or to any remaining forest products or merchantable timber in the Sale Area, or the right to remove any marketable timber or logs from the Sale Area) shall immediately cease and terminate unless extended in writing by Seller. Seller shall have no obligation whatsoever to extend this time period, and Purchaser may not rely upon contract extensions for the purpose of completing performance under this Contract. No waiver by Seller of any prior breach by Purchaser shall be construed as a continuing waiver or as a waiver of any subsequent performance by Purchaser.

B. Cutting of forest products on the sale area shall not be commenced until after the Purchaser and Seller have signed this Contract.

5. **CONTRACT EXTENSIONS.**

- A. If, during the course of performance of this Contract, Purchaser is prevented from cutting merchantable timber or removing merchantable logs solely as a result of strikes, fires (whose origin or spread is not contributed to by Purchaser or Purchaser's operations), government order, floods, severe weather, poor ground conditions, or other acts of God, or causes beyond the reasonable control of Purchaser, and if solely because of this event Purchaser is unable to complete its obligations by the date of expiration of this Contract, or if extremely poor market conditions render it impossible or impracticable for Purchaser to complete its obligations in a timely manner, Seller, at its sole discretion, may grant to Purchaser an extension of the time period in which Purchaser is obligated to complete the terms of this Contract. Seller shall have no obligation whatsoever to extend this time period, and Purchaser may not rely upon contract extensions for the purpose of completing performance under this Contract.
- B. If Purchaser desires an extension, Purchaser must file with the Forestry Department a written request for an extension not less than thirty (30) days prior to the expiration of the underlying Contract (or extension, if applicable), setting forth the basis for the extension request.
- C. If extensions of this Contract are deemed reasonable by the Seller, the purchaser must pay to Seller fifty (50%) percent of the estimated sale value as a condition of the extension being granted. For the first one-year extension, the stumpage price agreed upon herein shall remain unchanged. For subsequent extensions, the stumpage price agreed upon herein shall be increased by up to ten (10%) percent, as determined by the Forestry Department.
- D. The Purchaser may appeal the increase in stumpage, included with an extension, by making a written request to the Forestry Department. This request must be received not more than thirty (30) days prior to the expiration of the underlying Contract (or extension, if applicable), and include reasons why the increase should be waived. The individual making the request must be available to appear before the Forestry Committee, if the need should arise.
- E. If, at the expiration of this Contract, Purchaser has not fulfilled its obligations and has not been granted an extension, all or a portion of Purchaser's performance bond and down payment may be forfeited to Seller. Any such forfeiture resulting from a failure of completion or compliance with the terms of this Contract shall not preclude legal action by the Seller for damages, specific performance, or other appropriate remedy.
- F. No contracts will be extended beyond four years from date of purchase. Contracts must be complete and all stumpage paid for within four years. After four years, the Forestry and Parks Committee may terminate the Contract and Purchaser will forfeit all bond monies and any wood or timber not already paid for, remaining at the sale location.

6. **PERFORMANCE BOND.**

- A. At the time of bidding, the Purchaser must deposit with Seller cash, cashier's check, or money order, as an initial performance bond in the amount of \$1,000 or 10% **\$«M_10_Bond»** of the bid for this Contract, whichever is greater. The cash deposits may be replaced with a

performance bond written by an insurance company licensed to do business in Wisconsin or an acceptable irrevocable letter of credit, as a performance bond. In such cases, the replacement security must be received within twenty (20) days of bid opening. A separate performance bond or irrevocable letter of credit is required for each contract awarded.

- B. The Purchaser agrees that the performance bond may be retained by the Seller until all performance under this Contract has been completed to the Seller's satisfaction. Seller shall have 150 days from the time it receives notice of the completion date or termination date, whichever occurs first, to inspect the Sale Area to determine if the Contract has been satisfactorily performed. If the Seller determines that the performance has not been completed satisfactorily and in conformance with this Contract, the bond may be retained by the Seller until the Seller can determine damages caused by the lack of performance. Seller may apply the bond, or any portion thereof, to said damages.

7. DOWN PAYMENT.

- A. Prior to logging operations but within six (6) months of the bid opening, Purchaser shall deposit with Seller by cash, cashier's check, money order, or acceptable irrevocable letter of credit, a down payment in the applicable following amount:
- 15%, **\$«M_15_Downpayment»**, of bid value for sales greater than \$10,000 in bid value; or
 - The entire bid value, _____ for sales with a bid value under \$10,000.

An irrevocable letter of credit, cashier's check or money order must be valid for six months beyond the expiration of this Contract. Failure to submit the down payment will be considered a breach of this Contract and subject the Purchaser to liability for damages.

- B. No work or operations shall be commenced under this Contract until the entire down payment has been deposited with Seller.
- C. The Purchaser will have the option, at the Seller's discretion, to prepay for scale tickets.
- D. The Purchaser must maintain the balance due for stumpage during logging operations at a value less than or equal to the total down payment amount.
- E. If cash, cashier's check, or money order was used for the down payment, the down payment will be credited to this Contract upon Purchaser's payment of no less than 75% of the estimated sale value. If an irrevocable letter of credit was used for the down payment, the irrevocable letter of credit will be returned to the Purchaser upon Purchaser's payment of no less than 90% of the estimated sale value.
- F. The Purchaser agrees that the down payment may be retained by the Seller until the applicable condition specified in subsection E above has been met by the Purchaser. The Purchaser shall provide notice to the Seller when the applicable condition has been met. The Purchaser agrees that the Seller may withhold the down payment until it inspects the Sale Area to determine if the Contract is being satisfactorily performed. If the Seller determines that the performance is not

completely satisfactory and in conformance with this Contract, the down payment may be retained by the Seller until the Seller can determine damages caused by the lack of performance. Seller may apply the down payment, or any portion thereof, to said damages.

8. DEFAULT; LIQUIDATED OR ACTUAL DAMAGES; FUTURE CONTRACTS.

A. Default: Time is of the essence regarding all payment and non-payment obligations contained in this Contract. A default exists upon the occurrence of any of the following circumstances:

- i. If Purchaser fails to make any installment payment, or any other required payment when due. Time is of the essence as to all payments.
- ii. If Purchaser fails to perform any other obligation provided for in this Contract or under applicable Wisconsin law.
- iii. If Purchaser becomes insolvent, or if Purchaser commences a voluntary case under the federal bankruptcy laws or under any federal or state law relating to insolvency or debtor's relief.
- iv. If an order is entered against Purchaser under federal or state bankruptcy laws, or under any applicable federal or state law relating to insolvency or debtor's relief.
- v. If a receiver is appointed to manage the affairs of Purchaser.
- vi. If Purchaser fails to maintain any required insurance, or if that insurance is canceled.

B. Damages: The Seller's damages upon the Purchaser's failure to perform this Contract include, but are not limited to:

- i. The Purchaser's bid value of timber not cut and removed under this Contract.
- ii. Double the mill value, as determined by the Seller, for timber cut, removed or damaged without authorization under or in violation of this Contract.
- iii. All costs of Sale Area cleanup, restoration or completion of performance not completed by the Purchaser.
- iv. All costs of resale of timber not cut and removed as required under this Contract.
- v. If the Seller seeks damages for breach of this Contract through court proceedings, and if the Seller prevails in such proceedings, in whole or in part, then the Purchaser agrees to pay all of the Seller's actual and reasonable expenses, including attorney and expert witness fees.

C. Remedies on Default: In the event of a default, Seller may take any one or more of the following steps:

- i. Declare the entire unpaid balance of the purchase price for forest products due and payable.

- ii. Seller shall have the right to suspend all logging and removal of forest products from the Sale Area.
- iii. Seller shall have the right to suspend all logging on any other sale areas operated on by the Purchaser.
- iv. Seller shall have the right to require a performance bond and/or a down payment amount equal to 100% of the bid value on all future contracts with purchaser.
- v. Seller shall have the right to require prepayment of scale tickets for future contracts with the Purchaser.
- vi. Seller shall have the right to seize and sell all forest products originating from the Sale Area, wherever their location at the time of seizure.
- vii. Seller shall have the right to specifically enforce this Agreement by a suit in equity. Seller shall have the right to terminate this Agreement and declare the Agreement null and void and of no further force or effect.
- viii. The parties acknowledge that in the event of any default, Seller shall be entitled to injunctive relief, restraining Purchaser from continuing logging and removing forest products from the Sale Area.
- ix. Seller shall have the right to exercise any and all remedies provided sellers pursuant to the provisions of the Wisconsin Uniform Commercial Code, even though timber in some instances may not be cut. **The parties specifically stipulate that the Seller's remedies provided in the Uniform Commercial Code apply.**
- x. Seller shall be entitled to the appointment of a receiver as a matter of right and without bond.
- xi. In addition to those remedies provided herein, remedies shall be deemed unexclusive and Seller shall have any other remedies provided by law.

D. Liquidated Damages:

- i. The parties acknowledge that it will be difficult if not impossible to adequately ascertain damages to Seller in the event of default by Purchaser. It is expressly understood and agreed that in the event that Purchaser shall fail or refuse to comply with any of the terms and conditions contained in this Agreement imposed on Purchaser, the performance bond and down payment posted by Purchaser may be retained by the Seller as liquidated and agreed damages, and not as a penalty. In addition, Purchaser acknowledges that Seller may elect to enforce any other remedies which Seller may have at law or equity. In the alternative, if the Seller chooses and can reasonably determine the actual damages suffered as a result of the breach of the Contract, Seller may retain the performance bond and down payment until Seller determines the actual damages, and deduct said damages from the performance bond and down payment. It is specifically understood and agreed that

damages under this Contract are the responsibility of the Purchaser and may be deducted from the performance bond and down payment and otherwise collected by the Seller, including by seizure and sale of cut forest products.

- ii. The Seller may, when it deems it reasonable and in the best interest of the Seller, allow the Purchaser to continue performance under the Contract and the Purchaser shall pay as liquidated damages double the mill value as determined by the Seller for the timber or other forest products cut, removed or damaged without authorization under or in violation of this Contract. The Seller's permission to continue cutting shall not be considered a waiver of breach nor prevent it from considering such breach for purposes of asserting any other remedies available to it. It is agreed that the double mill scale sum is a reasonable estimate of the probable damages suffered by the Seller and shall not be construed as or held to be in the nature of a penalty.
- E. The Seller agrees to mitigate the damages for breach by offering the timber for resale if it determines the timber is saleable based upon its volume or quality.
- F. The Purchaser agrees that if the timber identified in this Contract for cutting is to be resold due to a breach of this Contract, as determined by the Seller, the Seller is not obligated to give oral or written notice to the Purchaser of the resale.
- G. A Purchaser deemed by the Seller to be in breach of this Contract may also be considered an irresponsible bidder and be refused the opportunity to bid upon or obtain future timber sales of the Seller for a period not to exceed two (2) years from the date of determination of the breach.

9. **TERMINATION.**

The Seller may terminate this Contract by written notice to the Purchaser upon Purchaser's breach as determined by the Seller or at other times when deemed necessary by Seller. Upon such notice, the Purchaser shall cease all operations on and immediately leave, and not return to, the Sale Area unless otherwise provided by the Seller.

10. **SUSPENSION OF LOGGING OPERATIONS.**

The Seller may temporarily suspend logging operations under this Contract whenever, in Seller's judgment, logging operations will cause excessive damage to land, residual timber, water quality, water quantity or roads because of weather conditions during extreme wet periods or during periods of extreme fire danger, or for any other reason, including Purchaser's failure to provide insurance required by this Contract, upon reasonable, actual or constructive notice to the Purchaser or the Purchaser's designee operating on the Sale Area under this Contract, with subsequent equitable adjustment of this contract period, if deemed reasonable and appropriate by the Seller.

11. **PERFORMANCE.**

- A. Cutting and removal of timber in conformance with this Contract may commence and continue only after the signing of this Contract by both parties and only after submission and maintenance of all bonds, certificates or statements required under it.

- B. Purchaser shall conduct logging operations, including cutting and removal of timber purchased under this Contract, in an efficient, workmanlike manner in accordance with the Best Management Practices (BMP's) described in the Wisconsin Department of Natural Resources Field Manual for Loggers, Landowners and Land Managers, the Iron County Rutting Policy found in the 15- Year Comprehensive Land Use Plan, all applicable government regulations, and all special provisions contained in this agreement.
- C. Purchaser shall perform the felling of all merchantable trees in accordance with the Best Management Practices (BMP's) described in the Wisconsin Department of Natural Resources Field Manual for Loggers, Landowners and Land Managers, and in accordance with all applicable safety laws and regulations. All felling shall be performed in such a way as to minimize breakage and waste.
- D. Purchaser shall conduct logging operations, including cutting and removal of timber, with reasonable diligence to assure completion of all performance within the contract period specified in Section 4 of this Contract.

12. **PAYMENTS.**

- A. All stumpage payments shall be cash, personal check, cashier's check or money order. Seller will invoice the scale, based upon Seller's calculations, and payment must be received from the Purchaser within fourteen (14) days of the date of invoice, unless other arrangements are made with Seller and memorialized on a Payment Schedule to be attached to and made a part of this Contract. Each payment should be identified by Contract Number and Invoice Number. Payments not received within 14 days after invoice date shall be assessed a finance charge of 1.5% per month for each month that payment is not made. Payments not received within 30 days after invoice may require purchaser to deposit 100% bond on future sales.
- B. Accurate mill scale slips and trucker copies of lockbox tickets must be provided to the Seller on a weekly basis.
- C. Payments will be made to the order of the Iron County Treasurer, but shall be sent to the Forest Administrator.

13. **BOUNDARIES.**

Seller agrees to establish, mark, or describe all Sale Area boundaries or property lines and to provide maps, as requested by Purchaser. Purchaser acknowledges that it has inspected the contract Sale Area and is satisfied as to its boundaries and Seller's marking of the boundaries.

14. **ACCESS.**

- A. Purchaser shall have the right, until expiration of the contract period, to enter and remain on the Sale Area for the purposes of inspecting, cutting, removing, and sorting timber.

- B. Seller guarantees Purchaser ingress and egress to and from the Sale Area for the purposes of log hauling, moving equipment, transporting personnel, and logging administration, via the designated haul route shown on the map(s) and/or diagram(s) attached hereto and made a part of this Timber Sale Contract.
- C. Seller, through Seller's Representative, or other chosen representatives, shall be allowed access to all parts of the Sale Area to inspect logging operations and work locations of Purchaser. Purchaser shall furnish Seller's representative(s) such information and assistance as may be required to make complete and detailed inspections. Purchaser agrees to fully cooperate in all aspects of any such inspection.

15. **TRESPASS.**

Special care shall be taken by Purchaser to protect and avoid felling or damaging any tree not marked for cutting or any tree outside the Sale Area boundaries. Purchaser shall indemnify and hold Seller harmless if Purchaser, its contractors, subcontractors or employees, cut, injure, damage, or remove timber owned by any other person or legal entity outside the boundaries of the Sale Area.

16. **TITLE TO TIMBER.**

Seller warrants that it has good and marketable title to all standing timber subject to this Contract and Timber Sale. Title to timber cut under this Contract shall remain with the Seller until payment as required in this Contract is received by the Seller or authorization to remove the timber or forest products has been given by the Seller.

17. **NO GUARANTEE OF VOLUME.**

Seller does not represent, warrant or guarantee any volumes. Volume estimates have been made by Purchaser and Purchaser relies on its own estimates of volume. Purchaser acknowledges that actual volume may be more or less than the parties' estimates.

18. **UTILIZATION.**

- A. Cordwood Products: All designated hardwood trees shall be utilized to one stick (100 inches long), to a minimum of four (4) inch top diameter inside bark (dib) and a maximum of ten (10) inch top dib, unless otherwise specified. All designated softwood trees shall be utilized to one stick (100 inches long), to a minimum of four (4) inch top dib and a maximum of eight (8) inch top dib, unless otherwise specified. If cordwood material is mixed with a higher valued product, the stumpage price applied will be that of the higher product.
- B. Hardwood Bolt Products: All material which is a minimum diameter of eight (8) inches dib to 100 inch length, unless otherwise specified, and sound, green timber, free from decay, split, shake, holes, large or numerous knots or other imperfections which will impair strength or durability.
- C. Sawlog Products: Designated softwood species shall be utilized down to an eight (8) inch top dib and hardwood species shall be utilized down to a ten (10) inch top dib, unless otherwise

- specified. Product that does not meet sawlog specifications will be utilized as bolt wood or pulpwood.
- D. All forest products not paid for at specified stumpage rate are the property of the Seller. This includes, but is not limited to, tops smaller than the utilization specifications for cordwood products.
 - E. All merchantable forest products bulldozed or removed during road, landing or skid-way construction must be utilized and paid for at the specified rate.
 - F. Maximum stump height shall not exceed stump diameter, except that stumps of less than ten (10) inches in diameter shall not exceed (10) inches in height.
 - G. All merchantable dead timber, standing or down, and all live timber marked or designated in the area covered by this Agreement shall be cut.
 - H. Except as provided in par. I, below, all and only the trees designated for cutting on the Sale Area shall be cut whether the volume of forest products is more or less than any estimated volume. Any undesignated trees cut or damaged negligently or intentionally shall be paid for in an amount calculated by Seller using USDA Technical Bulletin 1104, Jan. 1955, Composite Table for Cordwood.
 - I. Timber that is not designated for harvest in this Contract, but is harvested in compliance with terms mutually agreed to by Purchaser and Seller shall be paid for by Purchaser at the rate specified by the Forest Administrator.
 - J. If timber or other forest products not specifically described in this Contract or designated by the Seller for cutting are cut, damaged or removed by the Purchaser, the Seller may pursue any and all remedies for the unlawful use of the Seller's property and the cutting, damage or removal of property without consent, including the seeking of criminal or civil charges for theft, timber theft or criminal damage to property in addition to its Contract remedies for breach.
 - K. Any forest product wasted in tops and/or stumps, and marked or designated trees left uncut shall be paid for at the contract rate.
 - L. The Purchaser shall be particularly careful not to damage the residual timber stands. Young growth bent or held down by felled trees shall be promptly released. Trees damaged through normal cutting operations may be designated for cutting by the Seller and harvested if merchantable.
 - M. No hemlock shall be cut or bulldozed. The Purchaser agrees to be particularly careful not to damage any and all hemlock that may be present on or near the Sale Area.
 - N. The Purchaser agrees to remove cut wood product from the Sale Area in a timely manner which is agreeable to the Seller. If any failure of Purchaser to comply with this provision results in the need for entomological, disease, or fire prevention treatment, the cost of same will be paid by the Purchaser at Seller's sole discretion. The Seller shall give the Purchaser a five (5) day

notice before any such treatment is to begin.

19. OPERATIONAL SPECIFICATIONS.

- A. The Purchaser shall notify the Forest Administrator or his designee at least three (3) business days prior to the commencement of any logging operations under this Contract, or if operations are to be suspended by Purchaser for more than thirty (30) days.
- B. The Seller retains for itself the right of ingress and egress to and on the Sale Area and may inspect the Sale Area and trucks hauling forest products from or traveling on the Sale Area at any time. If the inspection reveals any violations of this Contract, the Purchaser shall promptly take measures to remedy the violation. The Seller may terminate the Purchaser's operations upon oral notice to the Purchaser. Upon receipt of the notice, the Purchaser shall cease operations until the Seller approves resumption of them.
- C. The Purchaser has no access or privilege to go upon the Seller's property other than to comply with this Contract and may not authorize access or use to others except for the sole purpose of performing this Contract.
- D. Skidding method and equipment must meet the approval of the Seller.
- E. The Seller reserves the right to establish cutting compartments and designate the sequence in which they will be cut. The Purchaser agrees to complete all operations on each portion of the Sale Area or each compartment as designated in the cutting requirements and/or Contract map.
- F. All Best Management Practices will be adhered to. Contract maps will show restricted equipment zones if they apply.
- G. All logging operations may be suspended temporarily, at the discretion of the Seller, for various reasons such as disease prevention, soil protection, residual stand protection, or site use priority. When feasible, dates of prohibited operation will be shown on the Contract map.
- H. For silvicultural management purposes, various tree species may be designated for advanced protection. Special conditions will be noted on the Contract map. The Purchaser agrees to strictly adhere to this no cut provision.
- I. All harvested forest products, for which Seller has been paid, must be completely removed from lands owned by Iron County within six (6) months of the date notice of this Contract's closure is served upon, or mailed to, Purchaser. It is hereby agreed that any forest products paid for by Purchaser but left on lands owned by Iron County for a period of time exceeding six (6) months from the date that Purchaser was notified that this Contract is closed shall become the property of Seller, and Seller may dispose of said forest products as it sees fit, without notice to Purchaser.
- J. No residence, dwelling, permanent structure or improvement shall be established or constructed on the Sale Area. Buildings or equipment not removed from the Seller's property within sixty (60) days after completion or termination of this Contract shall become the property of Seller and/or may be removed at the Purchaser's expense.

K. The Purchaser will comply with all specifications for operations under this Contract.

20. **SCALING AND CONVERSION FACTORS.**

- A. All wood will be mill scaled under lockbox system, as described in Section 22 of this Contract, unless other arrangements are made or required by Seller. The Purchaser must notify the Seller at least two (2) working days in advance if woods scale of forest products is required. Piles must be level and square with at least three (3) cords per pile.
- B. Removal of forest products shall be under either the lockbox ticket method or woods scale method, not both, unless agreed upon. No forest products may be removed until scaled and marked by an employee or designee of the Iron County Forestry Department, unless the wood is being transported under the Iron County lockbox ticket scaling rules. Payments shall be made for same not more than fourteen (14) days after the billing date.
- C. Purchaser agrees to pay double the market value of timber removed from the Sale Area without advance payment or authorization as required in par. B, above. Market value shall be the payment rate received by Purchaser from the buyer purchasing the timber; or, in the case of timber that has not yet been delivered to a buyer, the wood shall be seized and sold by Seller, and market value shall be the amount paid to Seller for that timber.
- D. When two or more species having different stumpage rates are mixed, the higher of the rates will apply.
- E. The Scribner Decimal C Log Rule shall be used for scaling logs.
- F. All sawlogs shall be separated from pulpwood when piled.
- G. All logs will be yarded for scaling. If logs are decked, the length of each log shall be marked on the small end with lumber crayon. All pieces that have a small end diameter of ten (10) or more inches, and that are 50% or more sound will be considered logs for the purposes of this Contract.
- H. All logs must be scaled on and prior to leaving the premises.
- I. Conversion of MBF (thousand board feet) to cords, or cords to MBF, will be done at the rate of 2.44 cords per MBF for softwoods and 2.20 cords per MBF for hardwoods.
- J. All cordwood volumes are based on unpeeled measure. Unless otherwise specified, a cord is 4 feet by 4 feet by 100 inches (4' x 4' x 100"). It is agreed that 12.5% will be added to hand-peeled volume and 25% will be added to machine-peeled volume, to calculate equivalent unpeeled volume.
- K. All firewood must be woods scaled, unless other arrangements have been made. Firewood must be decked properly for scaling.
- L. The Forest Administrator, Forestry Department Personnel, local law enforcement officers, and Wisconsin Department of Natural Resources Foresters may inspect trucks hauling forest products

from the Sale Area and check scale at any time.

21. **SLASH.**

All logging debris to include slash, tops, and bark will be managed in accordance with State laws and regulations regarding slash or as specified on maps and/or diagrams attached hereto and made a part of this Contract. Slash falling on the land of an adjacent landowner shall be immediately removed. No slash may be piled on public road rights-of-way or recreational trails. No slash is allowed in lakes or streams. Any slash falling within wetlands, lakes, or streams shall be immediately removed. Tops from felled trees may not be left hanging in standing trees.

22. **LOCKBOX TICKET SYSTEM.**

- A. Ticket books shall be issued by Seller when the Contract is signed and periodically thereafter as needed. Tickets are issued for the contract specified on the lockbox ticket, and shall not be used for any other contract. No slips of paper or facsimiles will be allowed to take the place of a lockbox ticket unless prior arrangements have been made with the Seller.
- B. The Seller shall place a lockbox in a convenient location on the Sale Area before any forest products may be removed.
- C. The Purchaser shall provide the Seller with a list of all destinations of forest products to be removed from the Sale Area, prior to hauling to said destinations. Purchaser shall report changes in forest product destination to the Seller before hauling to the new destination.
- D. A list of all truckers that will be hauling forest products from the Sale Area shall be provided to the Seller by the Purchaser. It shall be the responsibility of the Purchaser to provide such truckers with lockbox tickets. Each lockbox ticket is in triplicate. Each time a load of forest products leaves the Sale Area, the top copy of the lockbox ticket must be completely and clearly filled out and deposited IN THE LOCKBOX. When transporting forest products from the Sale Area, and when in possession of said forest products outside the Sale Area, the truck driver shall have in his/her possession the “mill” and “trucker” copies of the lockbox ticket applicable to the load. Upon arrival at the scaling location and completion of scaling of the forest products, the trucker shall detach the “mill” copy of the lockbox ticket and attach it to a duplicate copy of the scale slip. The Purchaser agrees to request the mill to return the “mill” copy of the lockbox ticket to the Seller unless other arrangements are made with the Seller. The Purchaser shall notify the Seller if the mill refuses to provide this service, and it shall be the Purchaser’s obligation to return the “mill” copy of the lockbox ticket to the Seller with the “trucker” copy of the lockbox ticket. All “trucker” copies of lockbox tickets must be returned to the Seller with scale slips at the end of each week.
- E. If the mill scale slip and attached lockbox ticket are not received at the Seller’s office within the following time frames, the appertaining administrative fees shall be paid by Purchaser, at Seller’s sole discretion:
 - i. Slips and tickets received 15-20 days after scale date: \$5.00.
 - ii. Slips and tickets received 21-30 days after scale date: \$10.00.

- iii. Slips and tickets received more than 30 days after scale date: \$50.00 for every 30 days of delinquency.
- F. Failure to completely deposit tickets in the lockbox each time a load of cut forest products leaves the Sale Area shall be considered a breach of this Contract, and Timber Theft. Timber or other forest products may not be removed from the Sale Area until paid for as provided in this Contract or other guarantees for payment have been made with and to the satisfaction of the Seller so as to authorize its cutting and removal. Upon removal of timber or other forest products in violation of this paragraph, the Purchaser agrees to pay as liquidated damages in the amount of double the mill value of the timber removed, and in addition to pursuing its remedies for breach of Contract, the Seller may seek charges against the Purchaser and his employees and agents for Timber Theft, Theft, Criminal Damage to Property, or a violation of an administrative rule or ordinance. At its option, Seller may cancel this Contract, forfeit Purchaser's bond, or take other appropriate action.
- G. Trucks may be stopped at any time to ascertain that a lockbox ticket has been properly deposited for a load.
- H. All lockbox tickets shall be accounted for by the Purchaser. The Purchaser shall return all unused tickets to the Seller immediately upon completion or termination of the Contract. There may be a \$10.00 charge for each lost or unreturned lockbox ticket.

23. **ROADS AND LANDINGS.**

- A. The Purchaser shall have the right to build such landings and temporary roads on Seller's land as may be necessary to log the Sale Area. The Seller reserves the right to specify locations of roads and landings. No landing or road shall be constructed or cleared and no existing road shall be used until the proposed construction and use has been disclosed to Seller and approved by Seller. In constructing any landing or road, Purchaser shall comply with Best Management Practices and all applicable state and federal laws and regulations.
- B. No landings may be built within 200 feet of a lake, stream, or public road, unless permission is granted by the Seller and any and all necessary approvals have been obtained.
- C. Logging roads that are to intersect any town, county or state roads or highways must have these intersections approved by the proper authorities prior to construction. Said intersections shall be kept free of unsightly debris.
- D. No skidding, landing, or piling of wood products will take place on County Forest roads, town roads, county roads, or on cleared portions of rights-of-way, unless permission has been obtained from the Seller and the appropriate town official.
- E. Purchaser shall keep existing roads and trails free from all logging debris. The Purchaser shall repair any damage to existing roads and restore them to a condition equal to, or better than, before the damage occurred.
- F. All private roads used to reach the Sale Area shall be maintained by Purchaser in a good, usable condition.

- G. All roads constructed by Purchaser shall be subject to the terms and conditions of this Agreement. Iron County shall have the right to use any road constructed by the Purchaser under this Contract for any and all purposes in connection with the protection and administration of the County Forest, or for any other purpose.
- H. All roads used or constructed by the Purchaser are public roads and thus open to the public unless designated otherwise by the Forest Administrator.
- I. Purchaser shall be responsible, at its cost, for all road maintenance on all roads used to perform this Contract. Road maintenance shall include keeping culverts free of debris, grading, and addition of rock during periods of log hauling. Within a reasonable period of time after termination of log hauling, if requested by Seller, Purchaser shall grade and ditch all roads used to perform this Contract, and leave them in a condition equal to or better than they existed prior to the logging and hauling operations. In the alternative, and upon Seller's request, Purchaser shall block any roads designated by Seller, with berms placed at locations specified by Seller. Said berms shall extend across the roadway and shall be approximately 3.5 feet high. Purchaser shall pay all costs for road maintenance work. Failure to comply with these provisions will cause the work to be done by Seller or its agents and the cost of the work will be charged to the Purchaser. Seller may deduct the said costs from any bond posted by Purchaser.

24. SNOWMOBILE AND ATV TRAILS.

Snowmobile/ATV trails shall be kept free of logging debris for a distance of at least eight feet on each side of the trail. No landings, decking of cut wood products, storage of equipment or equipment operation shall be permitted on trails. During snowmobiling season, sufficient snow shall be left on these trails to permit safe travel for snowmobiles. The Purchaser shall repair any damage to existing trails and restore them to a condition equal to, or better than, before the damage occurred.

25. PRESERVATION OF SURVEY MONUMENTS.

Purchaser is responsible for the preservation of all survey monuments. Purchaser agrees to comply with s. 59.74, Wis. Stats., regarding perpetuation of landmarks and pay for the cost of repair or replacement of property or land survey monuments or accessories which are removed, destroyed, or made inaccessible during Purchaser's operations. If any survey monuments are destroyed or damaged during Purchaser's operations, Purchaser shall immediately notify the Forest Administrator. After such notification, Purchaser shall cause the monument(s) to be replaced by a professional surveyor, who is licensed and acceptable to the Forest Administrator. Purchaser shall ensure that the professional land surveyor makes all appropriate filings of any resurvey with the Iron County Register of Deeds.

26. WATER QUALITY PROTECTION.

Purchaser shall take all necessary and practicable precautions to prevent damage to soil, stream banks, stream courses, or any lake located on or near the Sale Area. Skidders, trucks and other equipment shall not be operated in the ditches of public roads or within twenty (20) feet of lakes, streams or rivers, except at constructed access points or crossings. Seller and Purchaser agree to comply with all Best Management Practices (BMP's) to protect water quality as described in the Wisconsin Department of Natural Resources Field Manual for Loggers, Landowners and Land Managers.

27. **WASTE REMOVAL/HAZARDOUS WASTE.**

- A. Any debris or trash not natural to the land accumulated during the logging operation shall be removed and properly disposed of by Purchaser on a daily basis. Purchaser shall remove, to the satisfaction of Seller, all equipment, tools, solid waste, oil filters, grease cartridges, trash, and debris remaining on the Sale Area and Seller's property upon completion of performance under this Contract, or the termination of this Contract due to breach by the Purchaser, or when requested by the Seller.
- B. Anti-freeze, waste oil, hydraulic oil, and all other petroleum products and chemicals shall be disposed of properly and lawfully. No petroleum products shall be dumped on the site. In the event any fuel oil, petroleum products or other hazardous wastes are deposited on any part of the Sale Area or any other portion of Seller's property, or any adjacent property, as a direct or indirect result of any activities of Purchaser or Purchaser's agents, Purchaser shall promptly notify Seller of this fact and shall report the hazardous material spill to the Wisconsin DNR immediately, in accordance with Best Management Practices. **Wisconsin DNR 24-Hour Emergency Hotline can be reached at 1-800-943-0003.** Purchaser shall remove and clean up the spill in full compliance with all provisions of state and federal law, at Purchaser's sole cost. Purchaser agrees to have at least minimum spill containment equipment available within the Sale Area at all times, as outlined in the Best Practices Manual.

28. **FIRE PREVENTION.**

- A. The parties acknowledge that the activities of Purchaser under this Agreement may cause fire risk to the Sale Area and adjoining areas. Purchaser agrees to use the highest degree of care and caution to prevent forest fires from starting on or coming onto the Sale Area. Purchaser shall require employees, contractors, agents and invitees of Purchaser to guard against fire dangers. Should a fire occur on any part of the Sale Area, Purchaser shall immediately take action to control the fire by making every reasonable effort to summon assistance and fight, control, and extinguish the fire. Purchaser agrees to fully comply with all provisions of the Wisconsin Statutes and Administrative Code regarding fire. In no event shall requirements under this Section 27 be construed as relieving Purchaser of the duty and responsibility to fight, control, and suppress fire on forest land. All requirements provided in this paragraph are in addition to and not in lieu of duties and responsibilities required by Wisconsin law. Purchaser shall comply with all reasonable requests made by Seller regarding forest fire prevention and suppression, including, but not limited to, requests to modify or cease operations. Further, Purchaser shall place its equipment at the disposal of Seller for the purpose of fighting forest fires on, or near, the Sale Area, if requested by a representative of Seller.
- B. Purchaser agrees that if a fire starts due to Purchaser's operations and it becomes a wild fire, forest fire or grass fire, Purchaser shall be liable for all damages, public and private, resulting from the fire, and any and all costs and expenses incurred in suppression of that fire. Purchaser shall fully defend, indemnify and hold Seller harmless from all liability (including attorney fees), to other governmental authorities or to public or private parties arising, directly or indirectly, from Purchaser's violation of law, and/or any fire resulting, directly or indirectly, from Purchaser's operations under this Contract. Purchaser understands that Wisconsin Forest Fire Law specifies that any person who starts a forest fire is responsible for paying the suppression costs and for damages resulting from the fire.

- C. Purchaser agrees to take reasonable precautions to prevent the starting and spreading of fires during snow-free periods. Those precautions include, but are not limited to:
- i. Fire tools: In order to maximize the ability to put out a forest fire in its initial stages, hand tools such as shovels and rakes and one or more backpack cans of water or other water supply shall be readily available and accessible, and a minimum of one fully charged 5 pound or larger ABC fire extinguisher with a flexible spout shall be carried on each off-road logging vehicle.
 - ii. Spark Arresters: All chainsaws and all non-turbocharged off-road logging equipment used in the operation shall be equipped with spark arrestors that have been approved by the U.S. Forest Service. Such arrestors may not be altered in any manner or removed and shall be properly maintained.
 - iii. Machinery Maintenance: All machinery, including engine compartments of tree harvesting equipment and power saws, shall be kept free of accumulations of flammable materials (oil, residues, and forest litter).
 - iv. Refueling: Safe areas shall be established for refueling saws and equipment. Operators shall be advised of these areas and shall comply with safe refueling techniques:
 - a) No smoking or open flames when refueling.
 - b) Store fuel properly in approved containers.
 - c) Store power saws away from the refueling areas.
 - v. Smoking, Burning and Warming Fires: Smoking materials shall be disposed of safely; Fires shall not be permitted during burning bans; Warming fires shall be maintained within an area cleared of burnable material within ten feet of said fires.
 - vi. Fire Surveillance: Purchaser shall post a lookout on the harvest area for one (1) hour after logging activity ends each day, during periods of very high or extreme fire danger.
 - vii. Restriction of Harvest Operations During Peak Fire Danger: During periods of very high or extreme fire danger, the foregoing precautions may not be sufficient to prevent a fire. During these periods, the Forest Administrator may restrict hours of operation or suspend logging operations. In either case, Purchaser will be alerted to these conditions as far in advance as possible.

29. **POSSESSION OF ORANGE PAINT PROHIBITED.**

The Purchaser agrees that Purchaser and Purchaser's jobbers, contractors, subcontractors, employees or agents shall have no orange-colored paint in their possession or vehicles while they are within the boundaries of this sale. A violation of this provision shall constitute a breach of this Contract.

30. **SAFETY.**

Purchaser and its contractors, subcontractors and employees shall use commonly accepted and

acknowledged industry practices in the performance of this Contract and shall abide by the provisions of the Occupational Health and Safety Administration Standard of Hazardous Communication, 29 CFR 1910.1200, and train and inform its contractors, subcontractors and employees concerning hazardous materials as provided in the OSHA standard.

OSHA Compliance, Danger trees. The Purchaser is responsible to comply with, and assure compliance by all employees or subcontractors with, all Occupational Safety and Health Act (OSHA) requirements for the health and safety of Purchaser's employees, including provisions relating to danger trees. In addition, the Purchaser agrees to notify, and obtain agreement from, the Seller if the Purchaser intends to modify performance required under this Contract for the purpose of compliance with OSHA requirements.

31. **INDEPENDENT CONTRACTOR.**

The Purchaser is an independent contractor for all purposes including Worker's Compensation and is not an employee or agent of the Seller. The Seller agrees that the undersigned Purchaser, except as otherwise specifically provided herein, shall have the sole control of the method, hours worked, time and manner of any timber cutting to be performed hereunder. The Seller reserves the right only to inspect the job site for the sole purpose of insuring that the cutting is progressing in compliance with the cutting practices established under this Contract. The Seller takes no responsibility for supervision or direction of the performance of any of the harvesting to be performed by the Purchaser or Purchaser's employees. The Seller further agrees to exercise no control over the selection and dismissal of the Purchaser's employees, except that jobbers and other employees who, on this sale or on previous county timber sales, have been unsatisfactory in the execution of their work, or in their integrity, shall, upon written request of the Forest Administrator, be barred from work on the Sale Area by the Purchaser.

32. **NONDISCRIMINATION.**

In connection with performance of work under this Contract, the Purchaser agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, sex, handicap, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but shall not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; pay rates or other forms of compensation; and selection for training, including affirmative action to ensure equal employment opportunities. The Purchaser agrees to post in a conspicuous place available for employees and applications for employment, notices to be provided by the Seller setting forth the provisions of this nondiscrimination clause.

33. **WORKER'S COMPENSATION AND LIABILITY INSURANCE.**

A. Unless the Purchaser is exempted by the Seller from this coverage requirement as an independent contractor, as defined in s. 102.07(8)(b), Stats., and as determined by the Seller based on an affidavit submitted to it, the Purchaser agrees to elect to maintain worker's compensation insurance coverage for the cutting operation under this Contract and any and all employees engaged in cutting on the Seller's land during the period of this Contract and any extensions, regardless of any exemptions from coverage under chapter 102, Wis. Stats. Prior to commencing any work under this Contract, the Purchaser must provide to Seller an original certificate of insurance showing proof of compliance covering the contract period and all employees on the Sale Area, naming the Seller as a certificate holder, and providing that the Seller shall be given a thirty (30) day advance

notice of cancellation, non-renewal, or material change in coverage during the Timber Sale contract period.

- B. The Purchaser agrees to furnish the Seller with a certificate of public liability insurance covering the contract period of logging operations on the Seller's property for:
 - i. \$1,000,000 single limit liability for personal injury or \$1,000,000 bodily injury per person and \$1,000,000 per occurrence; and
 - a. \$100,000 property damage.
- C. In the event the Purchaser uses a contractor or subcontractor to perform any work under this Contract, the Purchaser shall ensure that the contractor or subcontractor meets the requirements of the foregoing subsections A and B. Prior to the commencement of any work by Purchaser's contractor or subcontractor, the Purchaser must provide to Seller certificates of insurance showing proof of the contractor's or subcontractor's compliance with the worker's compensation insurance coverage required under subsection A and the public liability insurance coverage required under subsection B.

34. **INDEMNIFICATION.**

- A. Purchaser agrees to indemnify and hold Seller and its agents, employees, officers and assigns harmless from any and all liability and damages which may arise from accident or incident which may occur, directly or indirectly, as a result of Purchaser's entry upon the Sale Area, logging operations, or any other activity of Purchaser or Purchaser's contractors, subcontractors, agents, employees, officers or assigns. Purchaser agrees to hold Seller and its agents, employees, officers and assigns harmless from any liens, claims, uninsured liabilities, contingent or otherwise, including, but not limited to, tax liabilities, trade creditors, tort claimants, Purchaser's negligence, Worker's Compensation claimants, contractor's liens, environmental damage, and any other claim of any kind whatsoever. Purchaser further agrees to indemnify and hold Seller and its agents, employees, officers and assigns harmless from any and all liability, loss, or damage that Seller or its agents, employees, officers or assigns, or Purchaser or its contractors, subcontractors, agents, employees, officers or assigns may suffer as a result of claims, demands, costs, including attorney's fees or judgments, or other action against it or them by reason of personal injury or death to any person or persons, or any property damage, resulting, directly or indirectly, from the Purchaser's said entry upon the Sale Area, logging operations, or any other activity of Purchaser or Purchaser's contractors, subcontractors, agents, employees, officers or assigns. Purchaser shall indemnify and reimburse Seller for any attorney fees, other professional fees, and expert witness fees incurred by Seller in defending any claim subject to the indemnity provisions of this paragraph and shall indemnify Seller against any and all out-of-pocket costs. It is the parties' intent that this indemnity provision be construed as broadly as possible in favor of Seller. Seller may utilize the services of any professionals of its choice in defending any claims.
- B. Purchaser agrees to promptly discharge and protect Seller and Seller's property and all timber and forest products taken therefrom from any and all liens, claims and liabilities whatsoever based upon, arising out of or resulting from the logging operations contemplated by this Contract. This provision applies to, but is not limited to, mechanic's liens, laborer's liens, materialmen's liens,

tax liens, any claims for loss, damage or personal injury by employees of others, and any claims for trespass upon other property and any claims for violating any law relating to taxation, worker's compensation, unemployment compensation, and similar provisions.

- C. Purchaser shall be responsible for all activities of any contractor or subcontractor of Purchaser. Purchaser's duty to indemnify Seller applies to any damage of any kind whatsoever incurred by Seller as a result of actions of Purchaser's contractors or subcontractors.

35. LOGGER TRAINING

To promote maximum benefit to the environment, the health and welfare of our logging contractors, and to adhere to requirements of forest certification standards, effective 1/1/2006 Iron County will require training of its logging contractors. Successful purchasers of Iron County stumpage will need to ensure that the actual logging contractor complies with the Wisconsin Sustainable Forestry Initiative (SFI) Training Standard as adopted by the Wisconsin SFI Implementation Committee (SIC). Criteria for the standard can be found at the website www.fistausa.org/sfi_standards or by contacting the Forest Industry Safety & Training Alliance (FISTA). Documentation confirming completion of the training standard will be required prior to starting sale.

36. AUTHORIZATION TO RELEASE INFORMATION.

Purchaser authorizes any individual, business, or mill receiving forest products from this Contract to release information to the Seller regarding amount, date received, and other relevant information.

37. ASSIGNMENT.

- A. This Contract is not assignable without Seller's written consent, which may be withheld for any reason. Seller has relied on the reputation and creditworthiness of Purchaser in entering into this Contract and reserves the right to withhold its permission to assign this Contract based on Seller's sole and complete discretion.
- B. If Purchaser elects to utilize a contractor or subcontractor, Purchaser shall remain responsible for all operations as provided in this Contract. Seller's consent to Purchaser's employment of a contractor or subcontractor does not constitute a release of Purchaser as to any obligations under this Contract.

38. GENDER.

Any indication of gender of a party in this Agreement shall be modified as required to fit the gender of the party or parties in question.

39. ENTIRE AGREEMENT.

This Agreement, plus its exhibits and schedules, constitutes the entire agreement between the parties. There are no other agreements, either oral or written. No supplement, modification or amendment of this

Agreement shall be binding on the parties unless the same shall be in writing and signed by the parties.

40. **WAIVER.**

Failure by the Seller at any time to require strict performance by Purchaser of any provisions of this Contract shall in no way affect Seller's rights to enforce such provision(s) nor shall any waiver by Seller of any breach of any provision be held as any waiver of any succeeding breach of the same provision or as a waiver of the provision itself.

41. **HEADINGS AND CAPTIONS.**

Section headings in this Contract are for convenience only and shall not be considered a part of this Contract or used in its interpretation.

42. **GOVERNING LAW AND VENUE.**

This Agreement shall be construed and interpreted under the laws of the State of Wisconsin, and the forum for disputes under this Agreement shall be the Circuit Court of Iron County, Wisconsin.

43. **SEPARABILITY.**

If any provision of this Agreement, or its application to any person, entity or circumstance, is invalid or unenforceable, then the remainder of this Agreement or the application of that provision to other persons, entities, or circumstances shall not be affected.

44. **CHANGE OF LAW OR REGULATION.**

During the term of this Contract, Purchaser shall conform to and comply with any new or amended statute(s) or administrative regulation(s) that affect any aspect or condition of this Timber Sale. It is Purchaser's responsibility to amend its logging operations to conform to any new laws or regulations. All costs associated with any said operational amendments or modifications shall be borne solely by Purchaser.

45. **FOREST CERTIFICATION**

The area encompassed by this timber sale is certified to the standards of the Forest Stewardship Council® SCS-FM/COC-00083G FSC 100% and the Sustainable Forestry Initiative® NSF-SFIS-1Y943 SFI 100%. Forest products from this sale may be delivered to the mills "FSC 100%" and/or "SFI 100%" so long as the contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The purchaser is responsible for maintaining COC after leaving the sale area.

46. **NOTICES.**

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party, SELLER or PURCHASER, to whom it is directed or, in lieu of such personal service, when deposited in the United States mail, first-class postage pre-paid, certified or registered, addressed as follows:

TO SELLER: Iron County Forest Administrator
 Iron County Forestry & Parks Dept.
 607 3rd Avenue North Suite #2
 Hurley, WI 54534
 715.561.2697 Fax: 715.561.4801

TO PURCHASER: **«Contractor»**

 «Contact_Name»

 «Address»

 «City» **«Sta** **«Zip»**
 _____, _____

47. **EXAMINATION OF LOCATION AND TIMBER.**

The Purchaser acknowledges that prior to signing this Agreement, it has made a careful examination of the Sale Area and has analyzed all requirements and specifications set forth in this Agreement. Purchaser further acknowledges that it has obtained full information as to the quantity and quality of materials and character of work required through personal inspection and does not rely on any statements or representations made by Seller.

PURCHASER:

Name: «Contractor» _____

Contact Person: «Contact_Name» _____

Address: «Address» _____, «City» _____, «St» _____ «Zip» _____

Phone number (home): «Phone» _____

(cell): «Cell» _____

Email: «Email» _____

BY: _____
Signature

DATE: _____

Print Name and Title

BY: _____
Signature

DATE: _____

Print Name and Title

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 20____, the above-named _____, to me known to be the person(s) who executed the foregoing instrument, and acknowledge the same.

Notary Public, State of Wisconsin
My commission expires: