

NEW FIELDS, OLD FIELDS – WEB RESOURCES

WORKSHOP SPONSORS

Ausbon Sargent Land Preservation Trust - ausbonsargent.org

Ausbon Sargent is a non-profit membership organization covering 12 towns in the Mt Kearsarge/ Lake Sunapee Area. Its Mission is to protect the rural character of the region through land conservation, stewardship, partnerships and education. The site provides information on lands protected, the land protection process and upcoming events. The office is located in New London

UNH Cooperative Extension - extension.unh.edu

UNHCE is an outreach arm of UNH, bringing information and education into NH communities of the Granite State to help make its natural resources healthy and productive. It has active programs in agriculture, forestry and wildlife. The site provides a wealth of information including educational materials and events. Offices are located in Durham and in each county around the state.

Natural Resources Conservation Service - www.nrcs.usda.gov

NRCS is a program of the US Department of Agriculture. It provides technical assistance on soil and water conservation. Its site typically provides information about cost share programs, conservation programs and technical assistance available. Offices are located in Durham and in most counties around the state.

SOIL MAPPING

GRANITView – granitview.unh.edu

New Hampshire mapping web site, includes general soil information. Easy to use for most landowners

Web Soil Survey - websoilsurvey.sc.egov.usda.gov/App/HomePage.htm

NRCS's mapping web site. More technical information available, in the format required by NRCS. Information download is cumbersome

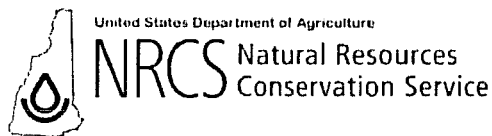
OTHER RESOURCES

NH Department of Agriculture - agriculture.nh.gov

Northeast Organic Farming Association (NOFA-NH) - nofanh.org

NH Farm Bureau - nhfarmbureau.org

New Hampshire Land Trust Coalition – nhlhc.org



Help for Landowners Financial Assistance/Cost-Sharing Programs

The 2008 Farm Bill offers several voluntary cost-share programs that offer a mix of financial and technical assistance and education to help landowners care for their land. The NH Division of Forests and Lands, UNH Cooperative Extension, NH Fish and Game Department (NHF&G), and the Natural Resources Conservation Service (NRCS) all help bring these programs to you. Contact your UNH Cooperative Extension county forester or local NRCS conservationist to decide which programs are right for you. Below is a brief description of these programs:

Natural Resources Conservation Service

NRCS offers two programs: the Environmental Quality Incentives Program (EQIP) and the Wildlife Habitat Incentives Program (WHIP)

Environmental Quality Incentives Program (EQIP)

The Environmental Quality Incentives Program (EQIP) provides technical and financial assistance to landowners to improve water quality, conserve both ground and surface water, reduce soil erosion, improve riparian and aquatic areas, improve air quality and address wildlife issues. The cost-sharing rate is 50% for most conservation practices, and contracts range from 1-10 years in length. Eligible land includes cropland, rangeland, pasture land, private non-industrial forestland, and other farm or ranch lands as determined by the Secretary of Agriculture. For more information contact your local NRCS conservationist or UNH Cooperative Extension forester.

Wildlife Habitats Incentives Program (WHIP)

The Wildlife Habitats Incentives Program (WHIP) encourages the creation of high quality wildlife habitats that support wildlife populations of national, state, and local significance. Through WHIP, the NRCS provides technical and financial assistance to landowners to develop upland, wetland, riparian, and aquatic habitat areas. The program applies to lands owned by an individual, organization, or state or local government. The cost-sharing rate is up to 75% for most conservation practices, and contracts usually range from 1-10 years in length. For more information contact your local NRCS conservationist or UNH Cooperative Extension forester.

New Hampshire Fish and Game Department Small Grants Program

This state program is designed for restoring, maintaining, or enhancing wildlife habitat. It applies to properties larger than 25 acres, owned by an individual, organization or local government. Funding is limited to \$2,000 per property per year and no more than \$6,000 will be granted to a single landowner over a 10-year period. Because it is funded by a fee required of all who purchase a New Hampshire hunting license, the land needs to remain open for non-motorized public use, including hunting. For more information, contact your regional NH Fish and Game Department office.

Management Practice	EQIP	WHIP	NHF&G Small Grants
Forest Stewardship Activity Plan	X		
Forest Land and Wildlife Habitat Improvement			
Forest Stand Improvement	X	X	
Fish habitat improvement	X	X	X
Mast tree/fruiting shrub release	X	X	X
Mowing/brush clearing	X	X	X
Early Successional Habitat Creation	X	X	X
Creation of woodland openings	X	X	X
Site preparation for regeneration	X		
Tree planting	X	X	
Invasive Species Control	X	X	
Firebreaks	X	X	
Prescribed Burning	X	X	
Windbreaks	X	X	
Water Quality Improvement/Protection			
Riparian forest buffer	X	X	X
Access road construction	X	X	
Critical area planting	X	X	X
Forest trails and landings	X	X	
Grade stabilization	X		
Water crossings	X	X	
Streambank/shoreline protection	X	X	X

Where to Call for Assistance

County	UNH Cooperative Extension	NRCS	NH Fish & Game Department	
Belknap	527-5475	223-6023	Region 1, Lancaster:	788-3164
Carroll	447-3834	447-2771	Region 2, New Hampton:	744-5470
Cheshire	352-4550	756-2988	Region 3, Durham:	868-1095
Coos	788-4961	788-4651	Region 4, Keene:	352-9669
Grafton	787-6944	747-2001	Headquarters, Concord:	271-2461
Hillsborough	641-6060	673-2409		
Merrimack	225-5505	223-6023		
Rockingham	679-5616	679-1587		
Strafford	800-444-8978	679-1587		
Sullivan	863-9200	756-2988		

UNH Cooperative Extension programs and policies are consistent with pertinent federal and state laws and regulations, and prohibits discrimination in its programs, activities and employment on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sex, sexual orientation or veteran's, marital or family status. College of Life Sciences and Agriculture, County Governments, NH Dept. of Resources and Economic Development, Division of Forests and Lands, NH Fish and Game, U.S. Dept. of Agriculture and U.S. Fish and Wildlife Service cooperating.

Land Conversion/Development Harvesting Laws

New Hampshire law makes a distinction between timber harvesting for forest management and timber harvesting that takes place to convert land to nonforest uses such as in development. The following chart summarizes restrictions that apply to land conversion, and those that apply to forestry, with statutory references in parentheses.

State Law	Land Conversion	Forestry
Notice of Intent to Cut (RSA 79)	Required when cutting greater than 10MBF and 20 cords	Required, some exceptions apply
Dredge & Fill Permit (RSA 482-A)	Required if wetlands impact is minimum, minor, or major	Required if wetlands impact is minor or major
Wetland Forest Mgt. Minimum Impact Notification (RSA 482-A:3)	Can't be used if impact is minimum	Required if wetlands
Alteration of Terrain (RSA 485-A:17)	Required if > 100,000 sq. ft. is disturbed, or 50,000 sq. ft. within shoreland protection zone (RSA 483-B:9, V)	Required, but Notice of Intent to Cut Timber Timber Certificate serves as permit (RSA 485-A:17, III)
Basal Area Law (RSA 227-J:9)	Applies unless all local permits have been secured	Applies unless variance has been obtained from Division of Forests & Lands
Slash Law (RSA 227-J:10)	Applies	Applies
Comprehensive Shoreline Protection Act (RSA 483-B:9, V)	Applies within 150 feet of public waters	Not applicable



Selecting a Forester

Introduction

The decisions that New Hampshire's private landowners make regarding how their forests are managed are crucial to this vital resource. Forests cover 84% of our landscape. They provide us with clean water, scenic beauty areas for recreation and wildlife habitat. They also provide raw materials to support the third largest industry in the state, the forest products industry.

Most of the forest land in our state, more than 75% in fact, is privately owned. The majority of New Hampshire's forest landowners don't have the experience, technical training or time necessary to adequately manage their forest resources. Fortunately, there is a large group of professional foresters in the state available to provide a variety of forest resource management services. The state requires individuals who provide forestry services for compensation to be licensed in order to maintain a high standard of forestry practices.

Forest management is a flexible science that, to a certain extent, is governed by the goals and needs of the landowner. Clear communication of the goals to the forester will help ensure the desired results. It is very important landowners take time to establish reasonable objectives and priorities before contacting a licensed forester. Landowners should consider and rank the following: forest and wildlife habitat improvement, income generation, aesthetics, development of recreational opportunities, protection of water quality, and tax considerations.

The qualifications, experience and services offered by foresters vary. Landowners should ask questions about a forester's training and experience to be certain the individual will satisfactorily accomplish their management goals. It's also a good practice to ask for and investigate references. Contacting other landowners with similar management goals will provide information about the capabilities of prospective foresters and valuable insights into the results of forest resource management activities.

Foresters who provide assistance to landowners are frequently categorized as consulting or industrial foresters. Consulting foresters are either self-employed or work for a consulting forestry firm, while industrial foresters are generally employed by a specific forest industry/firm and most often have some responsibility to purchase raw material for their employer.

A written contract or work order is recommended. It should include a description of the services to be provided, an expected time frame for the services to be accomplished, and fees. The fees and method of payment charged for forestry services vary with the type of management service provided. For instance, tree marking fees and commissions based on the gross receipts of timber sales are common timber sale-related, billing procedures. Other services might be charged on a set fee per acre or hourly rate. Some foresters provide services through industrially-sponsored landowner assistance programs where service costs may be offset by the reduced stumpage prices.

Forester Licensing Laws

The Forester Licensing Law RSA 310-A:103, addresses the issue of fees and their disclosure, and requires that "...when dealing with the public, forester shall:

- I. Identify clearly themselves, their employer, and in whose interest they are working.
- II. Disclose fully any financial or purchase interest they or their employer may have in the land or timber which they are working.
- III. Disclose fully all direct or indirect costs or obligations of services provided, including hourly or daily rates and commissions, as well as exclusive contracts to sell forest products to certain individuals or firms.
- IV. Provide complete services requested by landowners or disclose clearly that such services cannot be provided."

Services

Foresters provide a variety of services to landowners including management plan preparation, timber appraisals, timber sale administration, wildlife habitat improvement, boundary marking, timber stand improvement, and recreation and aesthetic improvements. In addition, some foresters may have particular qualifications and interest in providing assistance in land surveying, urban forestry and landscape, Christmas trees, taxation, legal or other natural resource-related matters.

Federal cost-share programs are available to forest landowners for accomplishing conservation-related practices. These include programs to help defray the costs of management plans, wildlife habitat, timber stand improvement activities, and trail and access road construction. Many foresters utilize these programs for their clients and provide assistance with the application process and related paper work.

Management Plans

Landowners seriously interested in the long-term management of their forestland and its resources are encouraged to develop written management plans. Written management plans are valuable documents landowners can refer to in their tenure as stewards of the forest resources. A plan should provide information about the past uses of the land, its current condition and recommendations and options for meeting landowner goals. The value of management plans to landowners is well documented. They are now mandatory requirements of the Tree Farm and Stewardship Programs. Plans are also needed for current-use stewardship documentation purposes for lowering forest land assessment.

Management plans may vary in sophistication from a short report based on a brief walk-through of the woodland to a detailed document which may include wildlife habitat and forest resources inventories, computer-simulated growth projections, and year-by-year schedules of activities with projected costs and/or income. Whatever the level of sophistication desired, it's important landowners have plans developed that are easily read documents accurately reflecting their goals and needs. If a written management plan is desirable, be sure to ask prospective foresters about their experience in writing plans, and examine their work.

Appraisals

Done separately or incorporated into a detailed management plan, timber appraisals are estimated of the quality, volume and value of the wood products currently growing in a parcel of forestland. An appraisal of timber-related assets is useful for determining estimated timber sale revenues, real estate values, estate planning, and federal income tax purposes. Appraisals are often required for permanent land protection efforts such as conservation easements and are useful for planning forest management activities.

Timber appraisals can be done at different levels of accuracy which are reflected in the cost. These can

range from a very rough estimate based on a quick walk-through, to a detailed inventory and analysis based on carefully measured plots distributed throughout the woodland.

Wildlife Habitat Improvement

Many of New Hampshire's forest landowners have strong interests in maintaining, enhancing or creating wildlife habitats on their property. Wildlife habitat improvement practices include a wide assortment of management options. While these most often complement traditional forest improvement practices, wildlife habitat emphasis may employ land management practices specifically designed to improve or create wildlife habitat(s). Landowners with a special interest in wildlife management may want to inquire about an individual's training, experience and interest when selecting a forester.

Boundary Marking

Foresters are often called upon to maintain the location of property boundaries. While only a New Hampshire Licensed Land Surveyor can establish boundaries common to another owner, a forester can remark established boundaries, research deeds and help to determine if surveying work is required. Some licensed foresters are also licensed land surveyors.

Timber Stand Improvement

Timber stand improvement (TSI) is a term applied to a variety of silvicultural (forest care) practices used to improve the growing conditions and quality of trees. These include weeding and thinning in young forest stands, pruning of potential crop trees, tree planting and soil scarification for natural regeneration. Foresters often perform TSI work for landowners or may arrange to have the work completed through other contractors.

Timber Sales

Timber sales present an opportunity for landowners to generate income and improve or modify their forests to meet their management goals. While timber harvesting can be a valuable management tool, it's important for landowners to keep in mind timber harvesting has long lasting affects on all aspects of the forest environment. The decisions made regarding how a harvest is done are often the most important management activities made by landowners in their term of ownership. The next section of this booklet deals with this matter in detail.

Foresters prepare and monitor timber sales in a number of ways. The steps taken will depend on the management goals of the landowner, the forest products harvested and their relative value. Landowners should expect a forester will, as a minimum, designate the harvest area, enter them into a legally binding contract with a reputable logging contractor, and provide some level of supervision of the harvest. More intensely prepared and supervised timber sales involve:

- pre-harvest marking, measurement and volume estimated of trees to be harvested
- preparation of harvest contracts including details of utilization specifications, down payments, performance bonds and payment schedules
- compliance and assistance with timber tax and other permitting requirements
- layout of skid trails, wetland crossings and landing sites
- showing and sealed bid procedures for awarding contracts
- a higher level of timber harvest supervision
- assistance with income tax reporting

A clear understanding of what level of services will be provided is essential when selecting a forester to assist with a timber sale.

Recreation and Aesthetic Improvements

Foresters often provide assistance with recreation and aesthetics improvements by combining these objectives with soundly applied forest management practices. Recreation trails can be developed for hiking, cross-country skiing and horseback riding by improving the skid trails used during timber harvests. Access roads constructed through cost-share programs often serve as recreation trails as well. Aesthetic improvements may be accomplished by patch cutting to create views, cleaning and seeding log landings after timber harvests, lopping slash and clearing and seeding skid trails, modifying timber harvests to protect or create aesthetically pleasing stands, or thinning areas adjacent to homes to make them more attractive.



TIMBER SALE GUIDELINES

The term "timber sale" is used to refer to any significant harvest of wood products involving an exchange of monies. Timber sales may involve sales of trees used to make lumber (sawtimber), fuelwood, whole tree chips, pulp, or any combination of these products.

A decision to harvest timber is a very critical one and should be handled as a business venture. Timber sales often culminate 50 or more years of investment in the form of taxes and management costs and have immediate and long-lasting effects on the future of all of the natural resources and amenities. Proper harvesting can provide multiple benefits: income, improved wildlife habitat, recreational access, views, and healthy and vigorous forests. Uncontrolled, exploitive cutting reduces such values, leads to environmental degradation, public resentment and legal entanglements. Your motives for selling timber should be based on informed decisions with a foundation of good stewardship of your forest and its related resources.

Before You Decide to Sell Timber

The following questions should be considered BEFORE selling timber. If you can't answer these questions or if you respond negatively to them, you will benefit a great deal by seeking professional assistance before initiating a timber sale.

- Have you identified your long-term management objectives such as income, wildlife habitat, recreation, and aesthetics?
- Have you developed a plan to achieve your objectives?
- Have you identified your objectives for this sale?
- What harvest method is best suited to meet your objectives?
- What affect will a harvest of this type have on your forest and its related resources?
- Do you know what your forest will look like following a harvest?
- Will the harvest leave an improved stand for increased value growth?
- Have you consulted with all parties having legal interest in your land (co-owners, mortgagees, banks, etc.)?
- What laws relate to timber harvesting on your land?
- What products are saleable from your land (whole tree chips, fuelwood, pulpwood, boltwood, sawlogs, veneer)?
- What is the anticipated volume to be harvested?
- What is your timber worth by species, product and quality?
- How will you be paid?
- Do you know how stumpage values are determined?
- Are your boundaries clearly identified?
- Have you identified sensitive areas on your land?
- Who is a reliable logging contractor?
- Are you familiar with timber harvesting insurance regulations and your liability?
- Are you familiar with preparation of a timber sale agreement?
- Who is responsible for payment of the NH Yield Tax?
- Will there be adequate supervision of the harvest?
- Do you have the information you need regarding federal tax treatment of timber income?

Who Can Help?

Unfortunately, many people proceed with timber sales without a clear understanding of the process and without getting professional forest management advice and guidance in advance. Assistance is available to landowners from both the public and private sectors. UNH Cooperative Extension foresters in each county are available at no charge to assist with a preliminary assessment of the situation and provide information and educational assistance to help guide landowners through the timber sale process. This may include helping to identify landowner harvest objectives and motives, and perhaps examining the property. This will help match individual harvest objectives with the resource needs and capabilities. Since their role is educational, Extension foresters have limitations on the time and effort that can be expended. They will often recommend retaining the services of a private licensed forester to assist owners with the administration of a timber sale.

Private licensed foresters assist with timber sales in a number of ways. They can, depending on your goals:

- identify property and sale boundary areas
- mark the trees to be cut
- estimate products, volumes and value of marked trees
- lay out skid trails, landings and wetland crossings
- advertise for and receive bids on your behalf
- take care of permit requirements (intent-to-cut, etc.)
- locate a reputable logging contractor
- negotiate fair stumpage values with the logging contractor
- prepare a written contract between you and the buyer
- obtain down payments and performance bonds for you
- supervise the logging operation
- assist with tax reporting

Timber harvests conducted under the supervision of licensed foresters are much more likely to achieve your management goals, will often generate higher stumpage prices than those achieved through direct negotiations with logging contractors, and will leave an improved forest poised for additional management. Increased revenue and better attainment of landowner management goals are benefits that outweigh costs associated with the assistance of a licensed forester in timber sale administration. Consulting fees for timber sale administration depend on the extent of service and the value of products being sold. Tree marking fees and commissions based on gross receipts of timber sales are common timber sale related, billing procedures.

Why Do You Want To Harvest?

Perhaps the first step in a well ordered timber sale project is to consider what your management goals are and begin to develop priorities based on them. You may have been approached by timber buyers or logging contractors, or perhaps you feel pressured by a need for money. Avoid hasty decisions and take time to think through why you want to harvest and get objective non-biased assistance so you can make informed choices on how to proceed.

Consider what you hope to accomplish by having a timber sale. Keep in mind compromises are likely if objectives conflict. Your objectives might include any combination of or all of the following:

- forest improvement
- access and recreational improvement
- wildlife habitat improvement
- land conversion for other uses
- maximum income
- tax considerations
- increased earning power and future value growth

How Is TIMBER SOLD

Stumpage Sale

Most timber marketed in New Hampshire is sold by way of stumpage sales in which the value of the trees is given as they exist in the woods or "on the stump." Stumpage value is the value associated with standing timber. Stumpage values offered for a specific timber sale at a given time depend upon market conditions, the total timber sale volume, the species and quality of the stumpage being sold, accessibility, and the seller's knowledge.

Payment for stumpage is usually made in one of two methods. Each has advantages and disadvantages. The timber may be paid for by unit of volume (per thousand board feet, per cord or per ton). Timber sold in this way is paid for as it is removed and the scale (measurement of the product) delivered to the mill is accepted as the standard for payment. Records of delivery are kept on mill scale slips. Landowners conducting their own timber sale should request copies of mill scale slips, particularly if they don't have a preharvest estimate of the volume of timber being harvested. Scale slips are the only concrete evidence of the actual volume of timber removed. Timber may also be sold by what is referred to as a "lump sum" sale. Payment in this method is based on an agreed upon estimate of the total stumpage value. This timber sale method is best applied when an accurate preharvest volume estimate is made. Lump sum payments may be made prior to the start of a harvest or by installment payments made at agreed upon intervals during the course of the harvest. Since the total amount of money is fixed in a lump sum sale, it's very important landowners know the value of their standing timber before entering into a lump sum sale agreement. There are also different federal tax laws that apply to lump-sum sales.

Roadside Sale

Roadside sale is a term used when a landowner either harvests the timber or contracts to have the logging done and sells the timber at a location accessible to a truck. Payment and measurement is most often made on the basis of mill scale though it can also be done where the timber is picked up.

Delivered

Landowners are paid a delivered price when, at their expense, they are responsible for the harvesting and transportation to the mill. Mill scale would be the basis for payment. This is commonly termed "contract logging". If you are selling high value timber, this method of sale often yields more income.

Note: Each method of sale has different implications concerning landowner liability, worker's compensation insurance, etc. It's important to understand them before proceeding.

Different Harvest Systems Available

Landowners are often confused about the type of harvest they should employ. Timber harvests are, at best, a compromise of well developed resource management goals, appropriate harvesting technology, and available forest product markets. Ideally, the type of harvest you choose is dictated by a sensible combination of your forest's needs and your management goals. This issue is further complicated by confusion about the quality of a timber harvest versus the quality of management accomplished through a timber harvest. Timber harvesting quality may be rated by factors such as the utilization of harvested trees, damage to remaining trees, proper layout of skid trails, and the way that log landings are left. A timber harvest might rate highly from an aesthetic perspective but be rated poorly from a sensible forest management perspective. Depending on the method of harvest, trees may be designated for removal by marking the individual trees with tree paint, marking the areas to be harvested with flagging, or a combination of the two.

Individual Tree Selection

Trees to be removed are selected and marked with tree paint to accomplish particular forest and wildlife management objectives. This is often referred to as an improvement cutting because one of the key objectives is an overall upgrading of forest quality and growing conditions by removing the lowest quality individual trees within the forest. The residual or remaining forest treated in this way has improved timber value and a relatively high stocking of trees overall.

Group Selection

Trees are marked and removed in small groups or patches to accomplish a particular management objective which might be regeneration of a particular species and/or wildlife habitat improvement.

Selective Cutting

This term is often used as a "catch all" for all types of partial cuttings. The Society of American Foresters defines it as an exploitation cutting and in many instances it is used to describe highgrading, liquidation harvests or diameter limit cuttings. This is in contrast to a selection cutting which has forest improvement as its primary objective. The point to keep in mind is "who's doing the selecting?".

Diameter Limit Cutting

In diameter limit cuttings, all trees above an established minimum diameter are harvested. While trees are left after a diameter limit cutting, they are most often the poorest trees in terms of health and quality. Many liquidation harvests are in fact diameter limit cuttings. Most New Hampshire forests are in fact "even-aged", and small diameter trees are as old, although not as vigorous, as the larger stems. Diameter limit cuttings aren't usually regarded as wise, long-term, forest management options as they eventually cause a loss of stand vigor because the fastest growing trees are always taken first.

Clearcutting

Clearcutting harvests involve the complete or nearly complete removal of trees in a designated area. Clearcuts may be done in various shapes and sizes including patches and strips. While controversial, properly applied clearcutting is a useful forest and wildlife habitat management tool.

Highgrading

Highgrading is a harvest in which the best quality trees are removed. The remaining forest may have a "thinned" appearance but in fact usually has greatly reduced timber value and forest management potential. Genetically poorer trees are left to provide the future growing stock.

Liquidation

Liquidation harvests simply mean all merchantable forest products and hence the value associated with the timber asset of the land is removed. This is very often the net result of diameter limit cuttings. Clearcutting is also a liquidation harvest but, unlike diameter limit cuttings, the practice may very well be a valuable management practice to regenerate tree seedlings if it is completed with specific forest management goals in mind.

Why A Written Contract Is Necessary

A written contract is necessary for a timber sale so both buyer and seller have a clear understanding of the conditions under which the sale is made. The importance of a written contract can't be stressed enough as it protects both the buyer and seller and allows each to see in writing what is expected of them. Buyer-prepared contracts may not protect your interests or rights as a landowner. Well-written timber sale contracts clearly define conditions of the timber sale, the responsibilities for performance and expenses. Any designation or condition in a timber sale agreement which doesn't express whose responsibility and at whose expense the burden lies can lead to unnecessary disputes. In other words, put in writing who is responsible for what and who pays for it!

A well-written timber sale contract should clearly:

- identify buyer and seller
- provide the location of the parcel being harvested
- specify price to be paid, basis of measurement, method and schedule of payment
- specify time limits for the timber sale including seasonal limitations if applicable
- provide for seller granting access to the tract of land for purposes of harvesting
- specify compliance with all federal, state and local regulations
- assign responsibility for payment of the N.H. Yield Tax
- provide for protection of the residual stand with penalty provisions for unnecessary damage
- provide for restoration of skid trails and landings
- describe utilization expectations of all trees harvested
- include a disclaimer by the seller for any liability for accident or injury to the buyer, his/her employees or equipment
- require written proof of adequate Worker's Compensation and Public Liability Insurance
- provide for prohibiting assignment of harvesting rights to another without written consent of the landowner
- provide for resolution of disputes, perhaps a third party agreeable to buyer and seller
- assign liability for property damage (buildings, fences, walls, power lines, etc.)
- assign liability for damages and suppression expenses if a forest fire occurs as a result of the harvesting operation or because of carelessness of those involved in the harvesting
- provide for immediate termination of the sales agreement if any of the provisions of the agreement are not adhered to
- specify when the title for timber harvested transfers (usually when the wood is paid for rather than when it is cut)

Timber sales are often unique. Therefore, provisions of each contract may vary. Licensed foresters are experienced in writing sound timber sale contracts to meet specific client and property requirements. UNH Cooperative Extension can provide sample timber sale contracts that are helpful if you are conducting a timber sale on your own. It may be advisable to obtain legal counsel when preparing a contract. Again, before proceeding with a timber sale, take time to become familiar with the process in order to make informed decisions. By all means, seek the services of a qualified licensed forester to assist you if you are unsure of any aspect of timber sale administration.

Visit Our Web Site at <http://ceinfo.unh.edu>

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and U.S. Fish and Wildlife Service cooperating.



UNIVERSITY
of NEW HAMPSHIRE

Cooperative Extension

Selecting a Professional Logger

Introduction

The Professional Loggers Program (PLP) is a voluntary certification program administered by the New Hampshire Timber Harvesting Council (NHTHC). The intent of the program is to increase safe and productive harvesting and transportation skills while promoting a positive public image of timber harvesting.

PLP graduates include both loggers and forest product truckers who have successfully completed four required courses in such disciplines as first aid & CPR, safe & productive felling, timber harvesting laws, trucking safety and regulations, and the fundamentals of forestry.

To become certified, the candidate must complete all four courses within a two year period. Certification is valid for four years. To maintain certification, the candidate must have earned twenty-four credits for workshops attended or for public service. Examples of appropriate programs or service include: renewal of first aid and CPR certificate; attendance at logging, forestry, or business workshops; membership on town conservation commissions or planning boards; Scout leader; giving talks to schools or civic groups or leadership in logging or forestry organizations. Credits are approved by the Education Committee of the Timber Harvesting Council.

The NHTHC is a growing organization of loggers, forest product truckers and members of forest industry dedicated to promoting the interests of the state's 1,400 loggers and truckers.

The NHTHC is a joint program of the NH Timberland Owners Association, the UNH Thompson School, and UNH Cooperative Extension. The Council's mission is to promote logging professionalism by encouraging safe, productive and responsible timber harvesting & trucking through education, information exchange and cooperative partnerships.

For more information about the NH Timber Harvesting Council or the Professional Loggers Program call (603) 224-9699.

Selecting a Logger

Your forestland is a considerable financial investment as well as a source of personal enjoyment. Making the decision to harvest your timber warrants the same careful attention as any other business transaction. If you choose to hire a logger directly, or through a forester, consider the following points.

Check References

- Talk with landowners who have recently had a timber harvest.
- Request the logger provide a list of satisfied landowners.
- Consider visiting a site that the logger has previously harvested.

Insurance/Liability

- Request copies of certificates of insurance. These may include:
 1. General Liability and Completed Operations
 2. Auto Liability for log truckers
 3. Workers' Compensation: only required if the logger has employees.

Negotiating Prices

- Check stumpage prices offered for your timber with published sources, i.e. NHTOA Timber Crier Quarterly Market Report (603) 224-9699 or The Sawlog Bulletin (603) 444-2549.
- Call the local mills directly for the most up-to-date market prices.
- Delivered prices offered by the mill are significantly higher than stumpage prices, which reflect the value of your timber "sitting on the stump".

Actual stumpage prices for a given lot of timber are influenced by many factors including, but not limited to: accessibility, timber quality, road distances, market demand, sale volume, species, etc.. Keep this in mind when seeking a reasonable price for your timber. When in doubt, contact your local county UNH Cooperative Extension Forest Resource Educator.

Written Contract

- Insist on a written contract or a Timber Sale Agreement to protect the interests of all parties involved.
- Be cautious of high pressure sales tactics. (Trees are dying; markets are collapsing; my equipment is leaving and I'll never be back!)
- Never grant permission to harvest your timber over the phone.

Most established loggers want to build a file of satisfied customers and follow customary business practices. With a little homework, a landowner can find a reputable logger who can satisfy their needs.

Certification Reflects Logger Commitment

Certification under the New Hampshire Professional Loggers Program (NHPLP) reflects the commitment of these loggers and truckers to safe, productive, efficient and environmentally responsible timber harvesting and transportation. Participants have contributed valuable production time to take part in these training programs, thus contributing to their own improvement and that of their profession.

As a landowner, forester, forest manager or timber buyer, we hope that you will demonstrate your support for this program by retaining the services of loggers and truckers who have completed the four-course certification.

There are many loggers and truckers throughout New Hampshire who are equally dedicated professionals but who have not yet completed the training offered through the NHPLP, or have chosen not to participate. Many of these individuals also share a strong commitment to their own betterment and to the improvement of their profession.

Workers' Compensation Insurance Coverage

Under NH Law, independent contractors, who only employ themselves, are not required to carry workers' compensation insurance. Many competent and safe independent loggers do not carry this coverage because of its high cost. As with any business relationship, consider the liabilities, have a good contract, and consult with your insurance agent or a lawyer who is well-versed in these matters.

The NH PLP is a Voluntary, Non-regulatory Program

Certification under the NHPLP is strictly voluntary and non-regulatory. As such, the NH Timber Harvesting Council and its co-sponsoring organizations, the NH Timberland Owners Association, the UNH Cooperative Extension, and the UNH Thompson School of Applied Sciences, cannot be held responsible for the actions of loggers or truckers who are certified under this program.

Please e-mail the [UNHCE Forestry Information Center](#) for a complete directory.



The Timber Sale Contract

Why A Written Contract Is Necessary

Selling timber is a complicated matter that involves knowing about markets, tree values, future tree potential, laws, safety, liability, ground conditions, and a host of environmental factors. It may be a “once in a lifetime” event with long term consequences for yourself and your land.

(Note: for the purposes of this fact sheet, the term “timber sale” includes the sale of other products such as firewood and biomass chips).

A written contract is necessary for a timber sale so both buyer and seller have a clear understanding of the conditions under which the sale is made. The purpose of a written contract is to establish a “meeting of the minds”. It is a legally binding document protecting you and the buyer by listing the responsibilities of each. It should summarize any verbal agreements. It provides a road map for what you are trying to accomplish.

A written contract protects both the buyer and seller and allows each to see in writing what is expected of them. Since 2007, **written contracts are required by law in New Hampshire.**

You should know what you want from the transaction; understand the effect it will have on your land and your finances; and be knowledgeable about the terms of the contract. Buyer-prepared contracts may not protect your interests or rights as a landowner.

Well-written timber sale contracts clearly define conditions of the timber sale, the responsibilities for performance, and expenses. Any designation or condition in a timber sale agreement which doesn't express whose responsibility and at whose expense the burden lies can lead to unnecessary disputes. In other words, put in writing who is responsible for what and who pays for it!

The Role of Foresters in Timber Sales

You have many options how to go about selling your timber. One option is to hire a forester to act as your agent in the sale; another is to sell directly to a buyer, either an independent logger or a forester or some other representative of a mill. A forester who acts as your agent provides you with a work order or some other agreement specifying the type and cost of services to be performed. These foresters may be paid by the hour or as a percentage of the income from the sale. Foresters who buy standing timber aren't acting as your agent. They work for and represent someone else. There isn't a work order specifying cost and types of service, though there should be a timber sale contract between you and whoever is purchasing the timber. State law, RSA 310-A:98-117, requires that all foresters offering services for compensation to private landowners be licensed.

What the law, RSA 227-J:15, says about timber sale contracts

A person is guilty of a misdemeanor if, in the course of buying or selling a forest product as defined in RSA 227-G:4, VII, he or she recklessly fails to provide a written contract to the owner, prior to the cutting from the owner's property any forest products which are subject to a notice of intent to cut as defined in RSA 79:10. The contract shall be signed by both parties, specify the remuneration for the forest products to be cut, and the time in which remuneration shall be made.

What the law, per RSA 227-G:4, VII, says about buying forest products
“Buying a forest product” means exchanging money or services to purchase a forest product, or bartering for the exchange of a forest product.

Foresters prepare and monitor timber sales in a number of ways. The steps taken will depend on your management goals, the forest products harvested and their relative value. Landowners should expect a forester will, as a minimum, designate the harvest area, enter them into a legally binding contract with a buyer and provide some level of supervision of the harvest. More intensely prepared and supervised timber sales involve:

- pre-harvest marking, measurement and volume estimation of trees to be harvested
- preparation of harvest contracts including details of utilization specifications, down payments, performance bonds and payment schedules
- compliance and assistance with timber tax and other permitting requirements
- layout of skid trails, landing sites, wetland crossings and permitting
- showing and sealed bid procedures for awarding contracts
- a higher level of timber harvest supervision
- assistance with income tax reporting

How Timber is Sold

Each method of sale has different implications concerning landowner liability, worker's compensation insurance, federal income taxes, and other considerations. It's important to understand them before proceeding. The sample timber sale contract that follows is suited for the stumpage sale method.

Stumpage Sale

Most timber marketed in New Hampshire is sold by way of stumpage sales in which the value of the trees is given as they exist in the woods or "on the stump." Stumpage value is the value associated with standing timber. Stumpage values offered for a specific timber sale at a given time depend upon market conditions, the total timber sale volume, the species and quality of the stumpage being sold, accessibility, and the seller's knowledge. Payment for stumpage is usually made in one of two methods. Each has advantages and disadvantages.

The timber may be paid for by unit of volume (per thousand board feet, per cord or per ton) as it is removed and the scale (measurement of the product) delivered to the mill is accepted as the standard for payment. Records of delivery are kept on mill scale slips. Scale slips are the only concrete evidence of the actual volume of timber removed.

What the law, RSA 227-J:15, says about scale slips

The buyer must furnish the owner, upon written request, with all scale slips to verify the amount of the forest products removed from the owner's property.

A "scale slip" means a written or printed form or combination of forms which provide an accurate, readily understandable record containing the species of wood product, board footage of each individual log when the standard unit of measurement is per thousand board feet, or tonnage or cordage when not sold per thousand board feet, gross scale, defect, net scale, date wood was measured, and the name of the party scaling the wood.

Timber may also be sold by what is referred to as a "lump sum" sale. Payment in this method is based on an agreed upon estimate of the total stumpage value. This timber sale method is best used when an accurate pre-harvest volume estimate is made. Lump sum payments may be made prior to the start of a harvest or by installment payments made at agreed upon intervals during the course of the harvest. Since the total amount of money is fixed in a lump sum sale, it's important landowners know the value of their standing timber before entering into a lump sum sale agreement.

Roadside Sale

Roadside sale is a term used when a landowner either harvests the timber or contracts to have the logging done and sells the timber at a location accessible to a truck. Payment and measurement is most often made on the basis of mill scale though it can also be done where the timber is picked up. The sample timber sale contract that follows doesn't cover all the aspects of this type of sale.

Delivered

Landowners are paid a delivered price when, at their expense, they are responsible for the harvesting and transportation to the mill. Mill scale is the basis for payment. This is commonly termed "contract logging". If you are selling high value timber, this method of sale often yields more income. The sample timber sale contract that follows doesn't cover all the aspects of this type of sale.

Overview of a well-written contract

A well-written timber sale contract should clearly:

- identify buyer and seller
- provide the location of the parcel being harvested
- specify the party responsible for designating property line locations
- specify price to be paid, basis of measurement, method and schedule of payment
- specify amount and type of performance bond or security deposit
- specify time limits for the timber sale including seasonal limitations if applicable
- provide for seller granting access to the tract of land for purposes of harvesting
- specify compliance with all federal, state and local regulations
- provide for protection of the residual stand with penalty provisions for unnecessary damage
- provide for restoration of skid trails, haul roads, driveways, and landings
- describe utilization expectations of all trees harvested
- include a disclaimer by the seller for any liability for accident or injury to the buyer, his/her employees or equipment
- require written proof of adequate worker's compensation and liability insurance
- provide for prohibiting assignment of harvesting rights to another without written consent of the landowner
- provide for resolution of disputes, perhaps a third party agreeable to buyer and seller
- assign liability for property damage (buildings, fences, walls, power lines, etc.)
- assign liability for damages and suppression expenses if a forest fire occurs as a result of the harvesting operation or because of carelessness of those involved in the harvesting
- provide for immediate termination of the sales agreement if any of the provisions of the agreement are not adhered to
- specify when the title for timber harvested transfers (usually when the wood is paid for rather than when it is cut)

Except in limited situations, the responsibility for timber tax payment rests with the landowner.

Each timber sale is unique, so provisions of each contract may vary. Licensed foresters are experienced in writing sound timber sale contracts to meet specific client and property requirements. It may be advisable to obtain legal counsel when preparing a contract. Before proceeding with a timber sale, take time to become familiar with the process in order to make informed decisions. Seek the services of a qualified licensed forester to assist you.

A sample contract follows. It is no substitute for advice from your forester and/or lawyer.

Sample Clauses for a Timber Sale Contract

(1) This agreement is entered into on the _____ day in the month of _____, 20____ between _____, seller, _____/seller's address/ and _____, buyer, _____/buyer's address/

(2) *Article I* – The seller(s) agree(s) to sell to the buyer(s) and the buyer(s) agree(s) to buy from the seller(s) according to the terms and conditions stated in this agreement all the timber marked with paint marks or designated by the seller(s) or the seller's authorized agent, estimated to be _____/in thousand board feet/ more or less, on a tract of land located _____ in the town of _____, County of _____, State of New Hampshire.

(3) *Article II* – The seller stipulates that the seller is the sole owner of the tract of land named above and has the full right and power to dispose of the timber specified in this agreement

(4) *Article III* – The seller agrees to permit the buyer to enter onto the land described above for the purpose of cutting and removing the timber which is the subject of this agreement.

The buyer will post a bond, certified letter of credit, or place a deposit of \$ _____ with the seller or seller's agent to be returned after the terms of this agreement are fully met. The seller reserves the right to retain a portion of this deposit to cover damages for breach of this agreement.

(5a) *Article IV* – The buyer agrees to pay the seller the sum of \$ _____ more or less, determined by the actual scale at: \$ _____ per thousand board feet.

Or

(5b) *Article IV* – The buyer agrees to pay the seller at the rate of:

\$ _____ MBF (thousand board feet) _____ (wood type)
\$ _____ MBF _____ (wood type)
\$ _____ MBF _____ (wood type)
(etc.)

Explanation of Sample Clauses

(1) State the names of the buyer (or buyers) and the seller(s) and give an address for each party and indicate the date the (signed) agreement is to be entered into.

This clause explains the basic intentions of the parties to the contract. It should tell exactly where the land is located. A map can be attached.

The estimation of the amount of timber in the sale is made by the forester who marks the woodlot. This is not the agreed-upon figure for the sale; the scale slips of the cut timber will tell the actual board footage in the sale. If the final figure and the estimate vary by more than 10 percent, you should make inquiries to the mill and to your forester.

The best method of preparing for a timber sale is to have the trees to be cut marked by a forester with paint.

(3) Make certain that the timber you sell is, in fact, yours to sell. If you have any questions about title, liens or other encumbrances, see your lawyer.

(4) This clause gives the buyer "license," or permission to enter the land for cutting the timber.

It is common to require a security deposit from the buyer anywhere in the range of 5-20% of the value of sale. This provides some "insurance" that all provisions of the contract will be met.

(5) There are different pricing mechanisms for the sale of timber. If the woodlot is composed of mostly one type of timber, clause (5a) is adequate. Woodlots often are a mix tree species and a rate breakdown for each type should be included with wording as in (5b).

Scale is the measurement made at the mill. There are several methods of measuring scale. Your forester or logger (not your lawyer) can explain these methods.

Per RSA 227-J:15, II, scale slips include: species of wood product, board footage of each individual log when the standard unit of measurement is per thousand board feet, or tonnage or cordage when not sold per thousand board feet, gross scale, defect, net scale, date wood was measured, and the name of the party scaling the wood.

(6) *Article V* – Payment shall be made in the following manner:

1. On a /weekly basis.
2. Scale slips for each /week/ of the operation shall be furnished by the buyer to the seller or seller’s agent on a /weekly/ basis.

(7) *Article VI* – The entire agreement between the parties is contained within this document, notwithstanding any prior negotiations.

Any revision to this agreement must be in writing and must be signed by both parties

(8) *Article VII* – The buyer agrees to cut and remove the timber, subject of this agreement, in strict accordance with the following conditions:

(9) 1. Failure on the part of the buyer to comply with the conditions of this agreement shall be, at the option of the seller, deemed a breach of the agreement and subject to arbitration.

(10) 2. No timber shall be cut except that marked or designated by the seller or seller’s agent.

(11) 3. Unless an extension of time is granted, all timber which is the subject of this agreement shall be cut and removed on or before _____

(12) 4. Timber shall be scaled by the _____
rule and measured at _____ /location/

(6) State when you expect payment. The general practice is to pay at the end of a week for the timber hauled to the mill that week. Specify you want the mill scale slips delivered to you or your agent on the same time basis.

(7) This is called the “merger clause.” It states that the contract document contains the whole agreement. This prevents any party from coming forward and disputing the contract by saying that additional verbal agreements were made.

(8) The clauses of this article are designed to instruct the buyer on how this particular logging operation is to be carried out and what special restrictions you wish the buyer to follow. This is the section of the contract which is most often tailored to your particular management plan. Many of these clauses are self-explanatory.

(9) This clause defines what constitutes a breach or a breaking of the agreement. Often during the course of a timber sale there will be minor variations in the procedure agreed upon. Common sense will usually dictate when these variations are reasonable and when they cross over the threshold of the agreement. If you are in doubt about any of your buyer’s practices, consult your forester. Your forester understands logging and loggers. Foresters are very good at communicating your desires to the logger. The forester will also advise you if your requests seem unreasonable.

(10) Only marked timber should be cut. However, it will usually be necessary to cut an occasional tree which is unmarked. Some of the situations when this may be necessary are: for building roads, building skid trails and freeing one tree that is lodged in another. Your forester can tell when it is wise to cut an unmarked tree. No one goes to court over a few trees but hard feelings and some money loss can result. Have your forester act as your agent in keeping an eye on this process.

(11) If you do not specify a termination date in the contract, the agreement could continue indefinitely. Your logger may need a short extension if unforeseen weather or other conditions have delayed work. Be reasonable but don’t extend the operation longer than really necessary.

(12) Specify the scale method. (See note 5) You could be defrauded if timber is taken to a mill not specified in the contract.

(13) 5. All trees shall be utilized in their tops to the smallest possible diameter for commercially-saleable materials. All trees having 50 percent sound scale shall be cut and paid for. Stumps shall be cut so as to cause the least possible waste. -or- Stumps shall be cut no higher than the top of the root swell, so as to leave the paint marks clearly visible. -or- Maximum stump height will be 12 inches.

(14) 6. Young trees shall be protected against unnecessary injury. All unmerchantable trees that are leaning or bent as a result of tree felling shall be laid on the ground and cut off at the stump. Buyer will pay seller for undesigned trees cut or injured through carelessness at the rate of _____ times the contract stumpage rate.

(15) 7. Buyer shall comply with all federal and state laws pertaining to the operation and be liable for any action resulting from this operation.

(16) 8. Buyer agrees to lop all tops and slash to within four feet of the ground.

(17) 9. The buyer agrees to be responsible for damage caused by logging to fences, roads, trails, bridges, ditches, culverts, stone walls, fields or other improvements damaged beyond ordinary wear and tear.

The buyer shall leave access road, landing and skid trails in reasonable and operable condition. The buyer shall construct, install, or return to original condition, waterbars or other erosion control devices on the haul road, landing, and main skid trails. The landing shall be cleared of logging debris and other waste.

(18) Buyer may not assign this agreement in whole or in part without the written consent of the seller.

(19) The buyer shall obtain and maintain in force and shall require any subcontractor to obtain and maintain in force, the following insurance:

a. General Personal Injury, and Automobile Liability (including bodily injury, personal injury and property damage):

1.) Combined single limit of \$1,000,000 each

(13) Complete utilization of as much of the tree as possible is the goal. You want the logger to get as much lumber as is commercially feasible from the whole tree, not just the larger portions of the tree. Minimizing the height of the stumps increases the amount of volume cut and also makes it easier to monitor that only marked trees are cut by requiring that the paint be visible on the stump. If cut trees aren't "stump marked" in this manner, it is appropriate to indicate a maximum stump height.

(14) Felling and skidding trees usually results in some unavoidable damage to other trees. In fact, certain trees along the skid trail must be used at "bumpers" for keeping the logs on the trail. Skid trails should be set to use marked trees as bumpers. This clause instructs the logger to keep this damage to a minimum and specifies the logger will be responsible for unreasonable damage. Your forester can judge this.

(15) Refer to *Guide to NH Timber Harvesting Laws* by UNH Cooperative Extension, for the special laws that relate to forestry and logging including who is responsible for obtaining necessary permits.

(16) Slash is the branches and other parts of the trees left on the ground after the cutting operation.

(17) The heavy equipment used for logging can be rough on the land. Provisions should be made to minimize damage and to restore the land to a reasonable semblance of pre-harvest conditions. You may include a stipulation the landing also be graded, fertilized, and seeded with a conservation seed mix.

(18) Assignment is the transfer of contract rights from the original party to the contract to another person. To prevent your buyer from assigning the cutting rights of your timber to another person you will need to place this restriction in the contract.

(19) The buyer agrees to secure and maintain any and all insurance required by the State of New Hampshire, including but not limited to worker's compensation insurance or liability insurances for all activities under this contract.

The amounts shown are those required by the State of NH for sales conducted on state lands.

occurrence.

2.) Any aggregate will not be less than \$2,000,000.

3.) If any aggregate limits are reduced below \$600,000 because of claims made or paid during the required policy period, the buyer shall obtain additional insurance to restore the full aggregate limit and furnish a certificate showing compliance with this provision.

b. Standard Worker's Compensation and Employer Liability as required by State statute, RSA 281-A.

Before the start up of the job, the buyer will furnish a certificate of insurance listing the landowner as a certificate holder.

(20) The buyer will indemnify and save harmless the seller and the seller's agents from any and all claims and actions covering loss, costs and damages of every kind and description which may be brought or made against seller or seller's agents on account of or in any manner arising out of the work being done under this agreement, sustained by any person, firm, or the buyer's agents, employees, contractors or subcontractors.

Article VIII -- It is mutually understood and agreed by and between the parties of this agreement as follows:

(21) 1. All timber included in this agreement shall remain the property of the seller until paid for in full.

(22) 2. All rights granted under this agreement revert to the seller on the date of the termination of this agreement, whether such termination results from the full performance of this agreement, or is so declared by the seller on account of breach of contract on the part of the buyer.

(23) 3. In case of disputes over the terms of this agreement, final decision shall rest with a reputable person mutually agreed upon by parties concerned and, in case of further disagreement, with an arbitration board of three persons, one to be selected by each party to this contract and a third to be selected by the other two arbiters.

Consult your forester and/or insurer for recommendations for your situation.

(20) This is called the indemnity clause and it is a catch-all which places liability on the buyer for any accident or damage which results from the logging operation.

(21) This clause maintains the ownership of the timber with the seller until the contract is fully performed. This clause will protect the woodlot owner if the buyer should breach the agreement. It gives the owner control over the lumber and the actions of the buyer.

(22) Reversion to the seller of the rights contained in the agreement prevents certain misunderstandings between you and the buyer. After the agreement is terminated, you will not want the logger to cut more trees unless a new agreement is reached, nor will you want the logger using your land for any other purpose.

(23) Since a written contract isn't a guarantee of success, the contract defines what constitutes a breach and how it may be resolved. A common practice for avoiding court is arbitration, a process of resolution by third parties. By including this clause, you agree to abide by the decision of the arbitration group. The purpose of the group is to solve disputes without the expense of the court. It not only saves money but the members of the group generally have a better knowledge of logging practices than a judge does.

(24) For the purposes of this agreement it is mutually understood that the authorized agent for the seller is: list the name, address, and phone number of your forester

(25) In witness whereof the parties have signed this agreement on the date stated above.

Witnessed: _____

By Seller(s) _____
_____ date
_____ date

By Buyer(s) _____
_____ date

Possible additional clauses:

(26) The seller shall not be liable for fire losses or accidents which may occur in connection with the work by the buyer or buyer's employees.

(27) Permission to haul logs and equipment across any land not belonging to the seller shall be obtained by the seller.

(28) Buyer shall cease logging operations when ground conditions dictate that continued hauling will do considerable damage to the roads.

(29) Seller guarantees that all boundaries are marked correctly and assumes the responsibility for any damage which is the result of incorrectly-marked boundaries

(30) The seller will give the buyer the option to bid on the next cut of timber, with the right to purchase if the bid equals the high bid and is willing to meet the other stipulations of the contract.

(31) All by-products, including fuel wood, shall remain the property of the seller.

(24) Use this clause if you have a consultant representing you in the sale. You should have a separate agreement with your forester specifying this relationship.

(25) Signing and dating the agreement is required by law to make the agreement legally binding. You should have one or more third parties witness and sign the agreement to help insure that the document will withstand the test of authenticity.

(26) You may stipulate the logger will be responsible for any fires which start as the result of the logging, even though you already have an indemnity clause (See clause 20.)

(27) If the buyer needs to travel across someone else's property in order to get onto your land, make sure the owner of the land gives permission. You should guarantee that the buyer is allowed a right-of-way and its location should be clearly specified.

(28) Logging is messy. Several considerations relate to keeping the property in good shape. You may tell the logger to halt operations when the ground conditions due to the weather make logging especially rough on the roads and skid trails. Large equipment may be restricted if you are concerned about damage to roads and young trees.

(29) You may wish to guarantee the buyer that you have properly outlined the property boundaries. This may place the responsibility for cutting a neighbor's trees on you.

(30) You can give the buyer the option of highest priority at bidding any future timber sale, should all things be equal. This provides the buyer with more incentive to do a satisfactory job.

(31) Fuel wood and several other by-products are a result of logging. If you wish to keep or sell them. Make arrangements with your buyer to carry out any such plan. Make this part of the contract.

This fact sheet was adapted from information prepared by Chris W. Clark, Environmental Law Clinic, Franklin Pierce Law Center by Karen P. Bennett, Extension Professor and Specialist, Forest Resources. Law may be changed by the legislature or by court decision and is subject to interpretation in each individual situation. When in doubt, consult your forester or attorney. August 2008

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