

***Note:** Items highlighted with descriptions in brackets vary by sale.

Harvesting Provisions
[Name of State Park/Forest]
[Sale Title/Description]
[Current Date]

The Purchaser hereby covenants and agrees with the Seller as follows:

1. The Seller, for and in consideration of the payment by the Purchaser of \$ _____ for **[specific species and/or volume description]**, agrees to allow the Purchaser to enter upon the above described tract for the purpose of cutting and removing there from such wood as included in the terms of this contract, and grants permission for the use of designated routes for the removal of such wood from said property. Payment shall be made as follows:
 - a) Non-refundable payment for **[full or first installment of partial percentage amount]** of the total bid amount, along with a refundable performance deposit of seven-hundred, fifty dollars (\$750) is to be paid at contract signing, no later than **[Contract Signing Date]**.
 - b) **[specified additional payments due and scheduled dates for payment if a partial percentage amount is specified]**
 - c) Payment shall be in the form of a check or money order made out to **Treasurer – State of New Jersey**.
 - d) Harvesting shall **NOT begin before**
 - i. The contract is signed;
 - ii. The following are received by the NJ Forest Service (by mail to Mail Code 501-04, P.O. Box 420, Trenton, NJ 08625 or fax to 609-984-0378, to the attention of William Zipse, Regional Forester): the non-refundable payment for the sale as bid, a separate check for the refundable performance deposit, and a copy of the Purchaser's insurance certificate;
 - iii. New Jersey Forest Service confirms in writing receipt of the items listed above. Receipt of confirmation shall constitute authorization for the harvesting to commence.
 - e) The entire harvesting operation shall be **completed by [Completion Date]** at which time, this contract expires.
 - f) This contract is non-assignable and a deposit of seven hundred, fifty Dollars (\$750.00) shall be given by the Purchaser to the Seller as a guarantee for the faithful performance of this contract, upon signing same.

- g) It is understood and agreed that this deposit shall not be applied as payment for wood, but shall be returned by the Seller to the Purchaser at such time this agreement has been successfully completed in accordance with the Harvesting Provisions.

2. The Purchaser shall cut and remove said wood in compliance with the following instructions:

- a) Trees marked in [specified tree paint color and description of which trees will be cut or which will be left whether marked or unmarked].
- b) [Boundary line trees and paint color information]
- c) [Specified type of harvesting equipment to be used]
- d) [Information regarding whether equipment may or may not be allowed to obstruct roads during work activities]
- e) The Purchaser shall pay to seller as liquidated damages thirty-five dollars (\$35.00) for each tree that is cut or damaged in violation of this contract.
- f) The slash produced as a result of the logging activities shall not exceed three (3) feet in height throughout the contract period. Stumps produced by tree felling shall be as low to the ground as possible.
- g) The Purchaser shall exercise all reasonable care against the origin and spread of fire on the property, and shall use his/her entire force to extinguish any fire found on the same. All slash shall be kept at least one hundred feet (100') away from the roads and twenty-five feet (25') away from all plowed firelines.
- h) No felled trees are to be left hanging in other trees and must be pulled down as they occur.
- i) Avoid the felling of trees onto the forest roads or trails. Roads and trails must be left clean of all trees, branches, and slash no later than the end of each business day.
- j) No skidding, hauling, or driving will be allowed on or across roads or trails.
- k) The Purchaser shall, to their best efforts, minimize the size and number of landings utilized for the harvesting activities.
- l) During adverse weather conditions or highly inundated periods, harvesting activities should be ceased until conditions are improved thereby minimizing rutting and/or additional ecological impacts.
- m) All activities shall conform to acceptable standards defined in "Timber Harvesting Guidelines for New Jersey", published by the New Jersey Chapter - Society of American Foresters, New Jersey Forestry Association, and the NJ Forest Service.

- n) All applicable forestry and wetlands Best Management Practices shall be implemented during harvest activities according to the “New Jersey Forestry and Wetlands Best Management Practices Manual” created by the New Jersey Bureau of Forest Management (1995).
- o) All applicable State Forest rules and regulations shall be complied with during the contract period.
- p) All work is to be done under the direction of a New Jersey Forest Service representative, and his/her instructions shall be carried out in detail.
- q) Only the Purchaser and individuals under his/her employ are permitted to conduct selling and/or processing of harvested timber at the deck sites.
- r) All companies purchasing wood from the successful bidder, while on state property, will be required to provide proof of adequate insurance coverage, including liability, property damage, and Workman's Compensation, and also be required to obtain a special use permit from the State Forest Superintendent.
- s) The Purchaser is solely responsible for the protection and well-being of any equipment left on site.
- t) [Equipment washing requirements for avoiding the spread of invasive species].
- u) Garbage and trash, i.e. paper bags, boxes, oil cans, etc., will be **cleaned up daily** and removed from the state forest.
- v) Because of [wildlife or plant considerations], [specific felling/removal operations and the dates they can/cannot take place].