



Sample Pine Thinning Contract

間伐契約書（サンプル）

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

STATE OF MISSISSIPPI

州名

COUNTY(IES) OF [Oktibbeha]

群名

TIMBER CUTTING AGREEMENT

伐採事業者（購入者）

森林所有者（販売者）

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

IT IS THEREFORE AGREED AS FOLLOWS, TO WIT:

1. The relationship between the PURCHASER and SELLER is contractual only. No partnership or joint venture is entered into by the parties hereto and the PURCHASER is an independent contractor.
2. SELLER is the legal owner of said timber and warrants the title to the timber hereby conveyed against the lawful claims of all third parties.
3. PURCHASER shall cut and haul the following described timber located on the following described property owned by SELLER. Thinning of [50] acres, more or less, of pine trees in [Oktibbeha] County(ies), Mississippi, located in [Sect. 13, T 17 N, R 12 E], as designated on the attached map.
樹種情報 位置情報
4. The timber purchase contract shall begin on the [9th] day of [August] in the year of [2025] and end on the [9th] day of [December] in the year [2027].
5. The total consideration and purchase price of timber cut hereunder shall be based upon the weight of timber cut and delivered at the rate of \$[1.00] per ton for pulpwood trees, \$[5.50] per ton for chip-n-saw trees, and \$[17.00] per ton for sawtimber trees. Payment shall be made weekly to SELLER for timber cut and removed the preceding week. The weight of the timber cut and removed will be determined by scalers at the place of delivery. PURCHASER shall furnish SELLER [weekly] settlement records and scale tickets. The weight as shown on the settlement records and payments therefore shall be binding upon SELLER unless contested within thirty (30) days following receipt of any settlement records and payments.
6. PURCHASER shall hold SELLER harmless from any damage caused by them or their employees or agents to persons or property arising from his/her operations on said lands. PURCHASER will have liability insurance in force of not less than \$1,000,000 and provide proof of said liability insurance.
7. PURCHASER may use employees to accomplish the timber harvest. No one participating in the timber harvest is an employee of the SELLER. When required by law, PURCHASER will have workman's compensation insurance on his/her employees while harvesting the timber. SELLER shall not be responsible for any injuries to any employees of PURCHASER.