

Timber Sale Contract

This agreement, made Sept- 4, 2024, by and between River Valley School, hereinafter called the Seller, and Custom Thinning INC., of Gilman WI, hereinafter called the Purchaser.

The Seller hereby authorizes the Purchaser to cut and remove all timber marked or designated on the following described lands in the town of Spring Green, county of Sauk. Legal Description; T8N-R4E sec 18.

The Seller and the Purchaser mutually agree that this contract is subject to the following conditions:

Purchaser will complete his obligations under this contract by Sept 1st, 2025. Prices shall remain unchanged during this term of contract. Extensions may be granted at the discretion of the Seller.

Either party may suspend harvest operations if conditions of the contract are violated upon notice to the other. If disagreement over the alleged violation of contract conditions cannot be resolved between the parties to this contract with a period of 2 days from the time of notice, then the dispute will be settled by an arbitration board. This board will consist of three members: one chosen by the Seller; one chosen by the Purchaser; and the third one chosen by the other two members. The decision of the arbitration board will be final. The cost of arbitration will be borne equally by the Seller and Purchaser.

Location, construction and use of logging roads, haul roads, mill sites and campsites must be approved by the Seller. Debris from milling operations and camp buildings is to be disposed of by the Purchaser prior to termination of this contract.

Seller shall be responsible for determining and identifying the boundaries of the sale area to the satisfaction of the Purchaser. It shall be the responsibility of the Seller to file a notice of intent to cut timber with the County Clerk as required by Wisconsin Statutes, before cutting begins.

The Purchaser is an independent contractor for all purposes, and is not an employee or agent of the Seller. The Purchaser shall maintain worker's compensation and liability insurance covering the period of operations on the Seller's property. The Seller may request a certificate of insurance for the contract period.

All modifications to this contract must be in writing, signed by the parties hereto.

The following Operational Specifications are part of this contract:

A. Scale: All volumes based on unpeeled measure: A cord is 4' X 4' X 100"; Logs based on thousand board feet; Pulpwood based on weight scale.

B. Cutting requirements:

Cut & Remove All Red Pine - Select Thinning of White Pine

C. Scaling instructions:

Mill Scale

Price schedule and estimated volume for products sold under this contract:

Species	Product	Volume Estimate	Price (cord, brd feet, ton)	Total Estimate
Pine	Loss	<u>110 MBF</u> <u>50 cd</u>	<u>\$90.00 per Thousand Board Feet</u>	
Pine	Pulp	<u>50 cd</u>	<u>\$2.50 per Ton</u>	

Payment instructions:

Seller River Valley School District
Address 660 West Daley Street
Spring Green, WI 53588
Date 9/9/24
Phone 608-588-5100 (cell)
608-588-2551 (office)

Purchaser Custom Thinning INC
Address 36950 Hwy 64
Gilman WI 54433
Date 9-4-24
Phone 715-447-5417
715-360-6181