

## **Timber Sales Agreement**

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_ **BETWEEN:**  
\_\_\_\_\_  
of \_\_\_\_\_

Herein called the vendor

And

**Bernie McGlynn Lumber Ltd. of Turnberry Twp** Herein called the Purchaser

The Vendor agrees to sell, and the Purchaser agrees to buy the following timber now growing, standing, and/or lying on Lot \_\_\_\_\_ Concession \_\_\_\_\_, Township of \_\_\_\_\_ in the county of \_\_\_\_\_ for the sum of \_\_\_\_\_ Dollars plus HST. Terms of payment are as follows: \_\_\_\_\_ Dollars received as payment/deposit in full on the date hereof. Balance of purchase price shall be paid before trees are cut, but on or before \_\_\_\_\_ 20 \_\_\_\_\_.

The Vendor covenants with the Purchaser that he had the right to sell and dispose of the said timber and that it is free from all encumbrances other than the following.

\_\_\_\_\_ The Vendor shall provide and mark all property lines and is responsible for any damages due to inaccurate information on boundaries.

The timber sold here shall be removed from the property on or before \_\_\_\_\_ 20 \_\_\_\_\_

The Purchaser agrees to protect from unnecessary injury young growth and other trees not designated for cutting.

The Vendor agrees that the Purchaser and his employees shall have the right of way over the property for the purpose of preparing and removing timber purchased herein via the following route or routes:

\_\_\_\_\_ and the Purchaser shall be allowed space for the purpose of skid ways and loading trucks at the following location or locations  
\_\_\_\_\_

The Purchaser agrees to carry adequate personal liability and property damaged insurance for himself, his employees and equipment, while working at and removing timber from the property. The Purchaser also agrees to comply with all requirements of the Worker' Compensation Act, the Tree Act and the Occupational Health and Safety Act, 1978, during the term of the agreement.

This Agreement is non-assignable.

\_\_\_\_\_, Spouse or the Vendor, releases his/her interest (if any) in the timber to the Purchaser.

\_\_\_\_\_, Mortgagee (is any) of the said lands, herby consents to the sale and removal of the said timber.

This agreement shall be binding upon the parties hereto, their heirs, executors, and administrators.

In witness whereof, the parties have to have executed this agreement.

Witness: \_\_\_\_\_

Vendor, \_\_\_\_\_

Vendor's Spouse, \_\_\_\_\_

Purchaser, \_\_\_\_\_