UNITED STATES

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

| Contract No. |  |
| --- | --- |
| Allotment No. |  |

SUBSIDIARY ALLOTMENT TIMBER CONTRACT

SALE OF ESTIMATED VOLUMES

|  | Logging Unit, |  | Indian Reservation |
| --- | --- | --- | --- |

**1. Authority.**This contract is made under the authority of Section 8 of the Act of June 25, 1910 (25 U.S.C. 406) as amended by the Act of April 30, 1964, and the National Indian Forest Resources Management Act (25 U.S.C. 3101 et seq.) and the implementing regulations contained in 25 CFR 163 and the terms and conditions of Timber Contract No.

|  | , hereinafter called the Master Contract, covering the logging unit wherein this allotment is located. |
| --- | --- |

**2. Parties to the Contract.** The parties to this contract are

|  |
| --- |

hereinafter called the Seller, as

| *represented by the* |  |
| --- | --- |

| *under the authority of the power of attorney on file at the forestry office and* |  |
| --- | --- |

|  | , |  | hereinafter called the Purchaser. |
| --- | --- | --- | --- |

| **3. Superintendent**. The |  |
| --- | --- |

or his or her authorized representative, is hereinafter called the Superintendent.

**4.Timber Sold.** The Seller agrees to sell to the Purchaser and the Purchaser agrees to buy, in accordance with the terms and conditions of this contract, all the merchantable timber, living or dead, designated for cutting by the Bureau of Indian Affairs within the boundaries of this allotment. The estimated volumes of timber to be cut and the stumpage rates to be paid, subject to any stumpage adjustment provisions of the Master Contract, are:

| **Species and Product** | **Estimated Volumes** | **Unit** | **Rate Per Unit** |
| --- | --- | --- | --- |
|  |  |  |  |

NOTE: Italic type to be deleted if inapplicable.

The foregoing is an estimate only and shall not be construed as a guarantee or a limitation of the volume to be designated for cutting. The actual volume of timber designated for cutting in accordance with the terms of this contract and the Bureau’s approved procedures shall be controlling, regardless of whether it is more or less than the above estimate.

In addition to the timber specified above, this sale also includes any other timber on the contract area which is designated for cutting or removal due to insect outbreaks, windthrow or in clearing for roads, landings, camps and other improvements constructed by the Purchaser and all other timber seriously damaged in logging operations under this contract, if, in the opinion of the Approving Officer, the timber is merchantable for any product in accordance with customary standards and is present in sufficient quantities to permit economic removal to existing markets.

**5. Additional Fees and Deposits.** In addition to payments for timber at rates set forth in section 4, the Purchaser shall pay additional fees or deposits to cover the appraised or set costs of associated timber harvest activities. These additional payments shall be made as specified in section 9 Special Provisions at the appraised rates shown below:

| **Forestry Project Fee or Deposit** | **Unit** | **Rate Per Unit** |
| --- | --- | --- |
|  |  |  |

**6. Expiration Date.** Unless this contract is extended by an extension of the Master Contract, the Purchaser shall cut and

| pay for all designated timber **on or before** |  | , and shall complete all other |
| --- | --- | --- |
| obligations on or before the contract expiration date of |  | . |

**7. Allotment Description.** This allotment is described as

|  |
| --- |
|  |

| comprising lands allotted to |  |
| --- | --- |

| The allotment contains approximately |  | acres of which approximately |
| --- | --- | --- |
|  | acres are to be logged. |  |

**8. Terms and Conditions.** All of the terms and conditions of the Master Contract are incorporated herein by reference insofar as they are applicable to the sale of allotment timber. Any changes in the stumpage rates and any modifications, extensions of time or other changes in the terms and conditions of the Master Contract are hereby made a part of this contract insofar as they are applicable.

**9. Special Provisions.**

**10.****Effective Date.** This contract shall become effective on the date of approval by the Approving Officer.

| WITNESSES: |  | PURCHASER |
| --- | --- | --- |
|  |  |  |
| (Name) |  | (Name of Corporation, Company, Partnership or Individual) |
|  | By |  |
| (Address) |  |  |
|  | By |  |
| (Name) |  |  |
|  |  |  |
| (Address) |  | (Date) |

Witnesses are required if Purchaser is other than a corporation. If Purchaser is a corporation, the following certificate must be executed:

| I, |  | , certify that I am the |  | , of |
| --- | --- | --- | --- | --- |

| the corporation named as the Purchaser herein; that |  | , who |
| --- | --- | --- |

| signed this contract was then |  | of said corporation: that said contract was duly signed |
| --- | --- | --- |

for and in behalf of said corporation by authority of its governing body, and within the scope of its corporate powers.

|  | **(corporate)** |
| --- | --- |
|  | **(seal)** |

**SELLER**

(Allottee Legal Representative)

**APPROVING OFFICER**

| Approved: |  | , |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | (Month and Day) |  | (Year) |  | (Name) |
|  |  |  |  |  |  |
|  |  |  |  |  | (Title) |

This signature page version is used when the Allottee has executed a power of attorney authorizing the Superintendent to act for him or her.

**10.****Effective Date*.*** This contract shall become effective on the date of approval by the Approving Officer.

| WITNESSES: |  | PURCHASER |
| --- | --- | --- |
|  |  |  |
| (Name) |  | (Name of Corporation, Company, Partnership or Individual) |
|  | By |  |
| (Address) |  |  |
|  | By |  |
| (Name) |  |  |
|  |  |  |
| (Address) |  | (Date) |

Witnesses are required if Purchaser is other than a corporation. If Purchaser is a corporation, the following certificate must be executed:

| I, |  | , certify that I am the |  | , of |
| --- | --- | --- | --- | --- |

| the corporation named as the Purchaser herein; that |  | , who |
| --- | --- | --- |

| signed this contract was then |  | of said corporation: that said contract was duly signed |
| --- | --- | --- |

for and in behalf of said corporation by authority of its governing body, and within the scope of its corporate powers.

|  | **(corporate)** |
| --- | --- |
|  | **(seal)** |

| WITNESSES: |  | SELLER |
| --- | --- | --- |
|  |  |  |
| (Name) |  | (Original allottee name and allotment number) |
|  | By |  |
| (Address) |  |  |
|  | By |  |
| (Name) |  |  |
|  |  |  |
| (Address) |  | (Date) |

**APPROVING OFFICER**

| Approved: |  | , |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | (Month and Day) |  | (Year) |  | (Name) |
|  |  |  |  |  |  |
|  |  |  |  |  | (Title) |

This signature page version is used when an Allottee or Allottees sign this contract as Seller. To use this signature page, all current allottees must sign. If more than two allottees will be signing, then an additional signature page will need to be drafted. Two witnesses are required for each allottee signature unless multiple allottees sign at the same time. Witness signatures can be simplified if all signatories are convened to sign at the same time and place.

**Instructions for Completion of
Subsidiary Allotment Timber Contract**

1. This form will be used for the sale of estimated volumes of timber on allotments within a unit covered by a Master Contract executed on BIA Form Timber Contract for the Sale of Estimated Volumes. Enter the Contract Number and the Allotment Number in the space provided in the upper right hand corner of the Subsidiary Allotment Contract Form.

2. Authority (Item 1). Enter the Master Contract number in the space provided.

3. Parties to the Contract (Item 2). For the Seller, the name of the original allottee, if living, is shown. In the case of heirship allotments, the statement "owner (s) of (the original allottee name and number)” is inserted as the seller. For the Purchaser, insert name of the purchaser and the city and state in which the principal office or place of business is located. Insure that the name inserted as purchaser is the same as on the Master Contract and signature page.

4. Superintendent (Item 3). The Superintendent or other officer delegated the authority to carry out the responsibilities under the contract. Enter the “Superintendent of the (enter appropriate Agency)” in the space provided.

5. Timber Sold (Item 4). This information is derived from the Master Contract and the species, products, and estimated volumes are specific to the allotment covered by the subsidiary contract. The stumpage rates in effect under the Master Contract also apply under the subsidiary contract.

6. Additional Fees and Deposits (Item 5). In addition to payments for timber at rates set forth in Item 4, the Purchaser shall pay additional fees or deposits to cover the appraised or set costs of associated timber cutting activities. These additional payments shall be made as specified in Item 9 Special Provisions. Projects may include, but not be limited to; the maintenance and rehabilitation of roads and trails, slash burning, grass seeding, scaling, road closure, sand and gravel, cultural and archeological site protection, etc.

7. Expiration Date (Item 6). Enter the cut and pay date and contract expiration date in the spaces provided.

8. Allotment Description (Item 7). The description of the allotment should be shown by legal subdivisions. The name of the original allottee. Acreage figures to be inserted are self-explanatory.

9. Terms and Conditions (Item 8). Self-explanatory. A general statement to ensure coordination with the Master contract should be included such as “All of the terms and conditions of the Master Contract are incorporated herein by reference insofar as they are applicable to the sale of allotment timber. Any changes in the stumpage rates and any modifications, extensions of time or other changes in the terms and conditions of the Master Contract are hereby made a part of this contract insofar as they are applicable.”

10. Special Provisions (Item 9). Provisions can be included here for any unique requirement that may be necessary on the individual allotment. The entries in this section must be carefully controlled to avoid duplication and/or conflict with the Special Provisions or Standard Provisions in the Master Contract.

11. Effective Date (Item 10). Self-explanatory. This permit shall become effective on the date of approval by the Approving Officer.

12. Signatures.

a. The subsidiary contract documents shall be completed in three originals. Each party to the document shall manually affix a signature where required to all three originals and the Approving Officer is the last to sign the document. Additional copies of the contract documents may be reproduced as needed.

b. Purchaser.

When the purchaser is other than a corporation (a Limited Liability Company, an individual or a partnership), the name of the company, individual, or firm is shown on the first line followed by the signature of the company owner, individual or partners. The signatures are witnessed by two individuals in the spaces provided and their addresses added. The date of the purchaser's signing is entered as provided.

When the purchaser is a corporation, the name of the firm is shown on the first line, followed by the signature and title of the officer authorized to enter into the contract for the corporation. The certification must also be completed and signed by the appropriate officer of the corporation, verifying the authority of the corporate officer to enter into the contract.

The authorized corporate official certifies to the following:

| I, |  | , certify that I am the |  | , of |
| --- | --- | --- | --- | --- |

| the corporation named as the Purchaser herein; that |  | , who |
| --- | --- | --- |

| signed this contract was then |  | of said corporation: that said contract was duly signed |
| --- | --- | --- |

for and in behalf of said corporation by authority of its governing body, and within the scope of its corporate powers.

|  | **(corporate)** |
| --- | --- |
|  | **(seal)** |

c. Seller.

If the Seller is a(an) allotment owner(s) with a(an) executed Power of Attorney form(s), use Subsidiary Contract Signature Page 3. The Superintendent signs for the allottees as the “Allottee legal representative”.

If the Seller is a(an) allotment owner(s) and the owner(s) will sign the contract, use Alternate Subsidiary Contract Signature Page 3A. To use this contract signature page, all current allottees must sign. If more than 2 allottees will be signing, then an additional signature page will need to be drafted. Two witnesses are required for each allottee signature. Witness signatures can be simplified if all signatories are convened to sign at the same time and place.

d. Approving Officer.

The Secretary or designated Bureau Official, as delegated by the Secretary, must approve the subsidiary contract by signing the contract above his or her title and entering the date of approval.

An original copy shall be submitted to the appropriate LTRO office for recordation, in accordance with the Regional TAAMS Business Rules.