

This is an example of a harvesting hourly services contract between a consultant and a landowner. It can be modified easily to be between a landowner and a contractor and any number of different services.

Consulting Company
Hourly Services Contract (Harvesting)

1. Between Consulting Company , called CC, and

Called "Timber Owner", or "TO", made this _____ day of _____, 20__

2. CC agrees to perform the following services for TO:

3. For TO's logs, timber, and/or timberland (called "timber") located:

4. This is not an exclusive personal services contract for CC, its employees or associates, however reasonable time and effort shall be expended to provide agreed work within specific term. CC works for and with TO as TO's representative, regarding TO's timber logs, and land and not for or with log buyers, timber purchasers, or contractors.

5. This contract is effective as of the date shown and shall terminate upon completion by CC of its contractual obligations and full payment to CC by TO for CC services. Either party may terminate this contract with 14 days written notice.

6. TO agrees to pay CC for its services on the following basis for subject timber:

Log Accountability paid @ _____ per load
Additionally 1% of D.O.R. Small Harvester net taxable workup, and any F.R.E.P. payment
All payable within 15 days of Invoice date.

7. Both parties acknowledge that log purchase prices during harvesting are subject to rapid change, and CC makes no representation as to actual amount to be received nor guarantees highest price will be received. In the event logs are sold to a buyer who defaults, TO releases CC from any claim TO may have based on any theory arising out of non-payment by any log purchaser. CC shall have no responsibility to perfect interest in logs, such as filing log liens, nor be responsible for costs of suit for recovery against any log purchaser. The obligation of CC shall be limited to assisting TO with legal recourse efforts.

8. CC to carry \$1,000,000 general liability and Loggers Broad Form insurance.

9. If either party defaults, has proceedings initiated under bankruptcy laws, or fails to comply with all provisions of this contract, the other party has the right to terminate this contract three (3) days after oral notice.

10. In the event of suit based upon this contract, the prevailing party shall be entitled to recover costs, including reasonable attorney's fees. Venue shall be at the option of CC in Lewis County, Washington.

Timber Owner
Date: _____
Soc. Sec. # or Fed. ID # _____

For Consulting Company
Its _____
Date: _____
Fed. ID # _____