

# Table of Contents

<b>Introduction and Parties</b>	<b>3</b>
Parties	3
Seller	3
Buyer	3
Intent	3
<b>Property Description and Timber Identification</b>	<b>3</b>
Timber Stands	4
Timber Species and Volume	4
Access and Boundaries	4
<b>Sale Terms and Pricing</b>	<b>4</b>
Pricing Method	5
Timber Valuation	5
Payment Schedule	5
Price Adjustments	5
<b>Harvesting and Operational Guidelines</b>	<b>6</b>
Access and Equipment	6
Harvesting Practices	6
Protection of Property	6
Operational Restrictions	7
<b>Delivery and Title Transfer</b>	<b>7</b>
Timber Removal	7
Measurement and Scaling	7
Risk of Loss	7
Title Transfer	8
<b>Insurance, Liability, and Indemnification</b>	<b>8</b>
Insurance	8
Liability	8
Indemnification	8
<b>Environmental and Regulatory Compliance</b>	<b>9</b>
Endangered Species	9
Soil and Water Conservation	9
Permits	9
<b>Dispute Resolution and Governing Law</b>	<b>9</b>



Dispute Resolution .....	10
Arbitration .....	10
Governing Law .....	10
<b>Term, Renewal, and Termination .....</b>	<b>10</b>
Term .....	10
Renewal .....	10
Termination .....	11
<b>Miscellaneous Provisions .....</b>	<b>11</b>
Notices .....	11
Amendments .....	11
Assignment .....	11
Entire Agreement .....	11
<b>Signatures and Execution .....</b>	<b>11</b>



# Introduction and Parties

This Timber Sale Agreement (the "Agreement") is made and entered into as of August 9, 2025.

## Parties

### Seller

DocuPal Demo, LLC, a company organized and existing under the laws of the United States, with its principal place of business at 23 Main St, Anytown, CA 90210 ("Seller"), agrees to sell certain timber as described in this Agreement.

### Buyer

Acme, Inc ("ACME-1"), a business organized and existing under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA ("Buyer"), agrees to purchase the timber from the Seller as described in this Agreement.

## Intent

The Seller intends to sell, and the Buyer intends to purchase, timber from the property described herein, subject to the terms and conditions set forth in this Agreement.

## Property Description and Timber Identification

This Timber Sale Agreement concerns the sale of timber located on property owned by Docupal Demo, LLC, situated in Anytown, California. The specific area included in this sale is located at 23 Main St, Anytown, CA 90210.



## Timber Stands

The timber designated for sale includes all merchantable trees within the marked boundaries of the property. These boundaries have been clearly marked with [insert marking method - paint, flagging, etc.], and ACME-1 acknowledges responsibility for understanding these demarcations.

## Timber Species and Volume

The primary timber species included in this sale are [list species, e.g., Douglas Fir, Ponderosa Pine, Oak]. An estimated volume of [insert volume, e.g., 500,000 board feet] is offered for sale. This volume is an estimate, and ACME-1 is responsible for verifying the actual volume during harvesting. Detailed species and volume estimations are available in **Appendix A**.

## Access and Boundaries

Access to the timber stands will be granted via existing roads and trails on the property. ACME-1 is permitted to improve existing access routes, but must obtain written approval from Docupal Demo, LLC prior to any major construction or alteration of roads. The boundaries of the sale area are as follows: [insert detailed boundary description, e.g., "Beginning at the Northwest corner of Section 10, Township 2 South, Range 3 East, then proceeding East along the section line for 1000 feet, then South...etc."]. ACME-1 is responsible for maintaining awareness of, and adhering to, these boundaries throughout the duration of this agreement.

## Sale Terms and Pricing

DocuPal Demo, LLC ("Seller") agrees to sell, and ACME-1 ("Buyer") agrees to purchase, the timber described in this agreement, subject to the following terms and conditions.

## Pricing Method

The timber will be sold on a **unit price** basis. The price per unit will vary depending on the species and grade of timber.



## Timber Valuation

ACME-1 will pay DocuPal Demo, LLC based on the following rates:

Species	Grade	Price (USD per Unit)
Douglas Fir	A	75
Douglas Fir	B	50
Western Hemlock	A	60
Western Hemlock	B	40

Unit of measure is per board foot. The final price will be determined by multiplying the total board feet of each species and grade by the corresponding price per board foot.

## Payment Schedule

ACME-1 will make payments to DocuPal Demo, LLC according to the following schedule:

- **Initial Deposit:** 10% of the estimated total value upon execution of this agreement.
- **Progress Payments:** Payments will be made bi-weekly based on the volume of timber harvested and scaled during that period.
- **Final Payment:** The remaining balance will be paid within 15 days of the completion of harvesting operations and final scaling.

## Price Adjustments

The unit prices listed above are subject to adjustment based on market conditions. DocuPal Demo, LLC will provide ACME-1 with written notice of any proposed price adjustments at least 30 days prior to the effective date of the change. If ACME-1 does not agree to the adjusted prices, they may terminate this agreement upon written notice to DocuPal Demo, LLC.



# Harvesting and Operational Guidelines

ACME-1, as the Buyer, will adhere to the following guidelines during timber harvesting operations on Docupal Demo, LLC's property located in [Insert Property Location]. These guidelines aim to ensure responsible harvesting practices and minimize environmental impact.

## Access and Equipment

ACME-1 will use existing access roads whenever possible. Any new roads or modifications to existing roads must be approved in writing by Docupal Demo, LLC before commencement. ACME-1 is responsible for maintaining all access roads used during the harvesting operations in good condition, including necessary repairs. All equipment used must be in good working order and meet all applicable safety standards. ACME-1 will ensure that all equipment operators are properly trained and certified.

## Harvesting Practices

Harvesting operations must comply with all applicable federal, state, and local laws and regulations. ACME-1 will implement best management practices (BMPs) to minimize soil erosion, sedimentation, and water pollution. Timber will be cut and removed in a manner that protects remaining trees and vegetation. ACME-1 will avoid cutting or damaging trees not designated for removal. All harvested timber becomes the property of ACME-1 upon cutting, subject to the terms of this agreement.

## Protection of Property

ACME-1 is responsible for protecting all property of Docupal Demo, LLC, including fences, buildings, and other improvements. Any damage caused by ACME-1's operations will be repaired at ACME-1's expense. ACME-1 will take all reasonable precautions to prevent fire. Smoking will only be permitted in designated areas. ACME-1 will maintain fire suppression equipment on-site and ensure that all personnel are trained in its use.



## Operational Restrictions

Harvesting operations will be conducted only during [Specify Time Period/Season] to minimize environmental impact. Operations will be suspended during periods of inclement weather that could increase the risk of soil erosion or other environmental damage. Noise levels will be kept to a minimum, particularly during [Specify Sensitive Times]. ACME-1 will dispose of all trash and debris generated by its operations in a proper manner. No waste will be left on Docupal Demo, LLC's property.

## Delivery and Title Transfer

### Timber Removal

ACME-1 will be responsible for the removal of all timber designated in this agreement. Timber removal must be completed according to the operational restrictions outlined separately. ACME-1 bears all costs associated with cutting, skidding, loading, and transporting the timber from the property.

### Measurement and Scaling

The quantity of timber delivered will be determined by [Specify Measurement Method, e.g., mill scale, weight scale, etc.]. Measurement will occur at [Specify Location, e.g., the mill, the landing, etc.] by a mutually agreed-upon third party. Measurement standards will adhere to [Specify Standard, e.g., Doyle Log Scale, International 1/4-inch Log Rule, etc.].

### Risk of Loss

The risk of loss or damage to the timber transfers to ACME-1 upon [Define Triggering Event, e.g., felling, loading onto trucks, scaling at the mill, etc.]. ACME-1 is responsible for insuring the timber against loss or damage from this point forward.





## Title Transfer

Title to the timber will pass to ACME-1 upon [Define Triggering Event, e.g., payment in full, scaling at the mill, loading onto trucks, etc.]. Docupal Demo, LLC retains a security interest in the timber until full payment is received.

# Insurance, Liability, and Indemnification

## Insurance

Buyer will maintain the following insurance coverage, at its sole expense, throughout the duration of this Timber Sale Agreement:

- **Commercial General Liability Insurance:** Coverage with a minimum limit of \$1,000,000 per occurrence for bodily injury, property damage, and personal and advertising injury.
- **Automobile Liability Insurance:** Coverage with a minimum limit of \$1,000,000 per accident for bodily injury and property damage, covering all owned, non-owned, and hired vehicles used in connection with this Agreement.
- **Workers' Compensation Insurance:** As required by applicable law, covering all employees engaged in the timber harvesting operations.

Buyer will furnish Seller with certificates of insurance evidencing the required coverage prior to commencement of any operations and upon renewal of any policy.

## Liability

Buyer assumes all responsibility and liability for any loss, damage, or injury to persons or property arising out of or in any way connected with the timber harvesting operations conducted under this Agreement.

## Indemnification

Buyer agrees to indemnify, defend, and hold harmless DocuPal Demo, LLC, its officers, directors, employees, and agents, from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or resulting from:





- Buyer's operations under this Agreement.
- Any breach of this Agreement by Buyer.
- The negligence or willful misconduct of Buyer, its employees, agents, or subcontractors.

## Environmental and Regulatory Compliance

Docupal Demo, LLC ("Seller") and Acme, Inc. ("Buyer") will both comply with all applicable environmental laws and regulations during timber operations.

### Endangered Species

The Buyer will take precautions to protect any endangered or threatened species. Operations must adhere to guidelines from relevant wildlife agencies.

### Soil and Water Conservation

Best Management Practices (BMPs) for soil and water conservation will be implemented. These practices aim to minimize erosion and protect water quality. The Buyer is responsible for implementing erosion control measures.

### Permits

The Buyer will obtain all necessary permits before starting timber operations. This includes permits related to timber harvesting, road construction, and stream crossings. The Buyer will provide copies of all permits to the Seller upon request. Both parties will maintain compliance with permit conditions throughout the duration of this Timber Sale Agreement.



# Dispute Resolution and Governing Law

## Dispute Resolution

The parties will try to resolve any dispute related to this Timber Sale Agreement through good faith negotiations. If negotiations fail, the parties may agree to use mediation.

## Arbitration

Any unresolved dispute arising out of or relating to this Agreement, including disputes concerning its interpretation or validity, shall be settled by binding arbitration administered by a mutually agreed upon arbitration service in accordance with its rules. The arbitration will occur in Anytown, California. The arbitrator's decision will be final and binding. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

## Governing Law

The laws of the State of California, without regard to its conflict of laws principles, govern this Timber Sale Agreement. The parties agree that any legal action or proceeding arising out of or relating to this Agreement must be brought exclusively in the federal or state courts located in California, and each party submits to the jurisdiction of such courts for the purpose of any such action or proceeding.

# Term, Renewal, and Termination

## Term

This Timber Sale Agreement becomes effective on 2025-08-09 and will remain in effect for a period of one (1) year, concluding on 2026-08-09, unless terminated earlier as provided in this agreement.



## Renewal

This Agreement will not automatically renew. Any extension of this agreement must be documented via written amendment, signed by both Docupal Demo, LLC and ACME-1, prior to the expiration date. The amendment should outline the new term and any revisions to the original terms.

## Termination

Docupal Demo, LLC may terminate this Agreement if ACME-1 fails to perform its obligations, including failure to make payments as scheduled. ACME-1 may terminate this Agreement if Docupal Demo, LLC fails to provide access to the timber as outlined in this agreement. Termination requires thirty (30) days written notice to the other party, detailing the reason for termination.

# Miscellaneous Provisions

## Notices

All notices regarding this Timber Sale Agreement must be in writing. Notices are effective when delivered to the addresses listed for DocuPal Demo, LLC and ACME-1.

## Amendments

Any changes to this Timber Sale Agreement require a written amendment. Both DocuPal Demo, LLC and ACME-1 must sign the amendment for it to be valid.

## Assignment

Neither party can assign their rights or obligations under this Timber Sale Agreement without prior written consent. Both DocuPal Demo, LLC and ACME-1 must agree before any assignment takes place.



## Entire Agreement

This Timber Sale Agreement represents the complete agreement between DocuPal Demo, LLC and ACME-1. It supersedes all prior discussions, understandings, and agreements related to the timber sale.

## Signatures and Execution

This Timber Sale Agreement is effective as of August 9, 2025.

### DocuPal Demo, LLC (Seller)

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

### Acme, Inc (Buyer)

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

### Witness

By: \_\_\_\_\_

Name:

Date: \_\_\_\_\_

