



# Third Party Agreement

## (Timber Sale or Integrated Resource Timber Contract)

(Ref. 36 CFR 223.114)

FS-2400-0012 (REV 10/13)  
OMB 0596-0225 Exp 5/2014

**Timber Sale Contract**     **Integrated Resource Timber Contract**

National Forest  Ranger District

Contract Name  Contract No.  Award Date  / /

**This Agreement** by and between: , Address

(hereinafter referred to as the Contractor or **Transferor**) And

Address

(hereinafter referred to as the **Third Party** or **Transferee**)

### Recitals

**WHEREAS**, the **Transferor** entered into a contract, with the United States of America, acting through the Forest Service, United States Department of Agriculture, hereinafter called Forest Service, for the purchase of timber as shown above,  
**WHEREAS**, the **Transferor** desires to arrange for performance of said contract by the Third Party, and  
**WHEREAS**, the Forest Service has determined that a Third Party Agreement between the **Transferor** and **Transferee** is appropriate and in the government's interest.

### Terms and Conditions

**NOW, THEREFORE**, in consideration of the **Transferee** hereby assuming all of said obligations and receiving said rights and benefits under said contract it is agreed as follows:

**1. The Transferor agrees and asserts:**

- a. That the Forest Service may, if it approves of this agreement, deal solely thereafter with the aforesaid **Transferee** in the **Transferor's** stead and without notice to the **Transferor**, in all matters pertaining to the aforesaid Contract, including any modifications thereof.
- b. To request the Forest Service to transfer any balance on deposit with the United States to the **Transferor's** credit in connection with such contract to the credit of the **Transferee**.
- c. That the **Transferor** is not released from any obligations and liabilities to the United States under said Contract.
- d. That upon approval of this agreement by the Forest Service the **Transferor** waives all rights under said Contract against the government.
- e. That the **Transferor** will comply with all applicable laws pertaining to this agreement.

**2. The Transferee agrees and asserts:**

- a. That the **Transferee**, its heirs, executors, administrators, successors, and assigns will complete the performance of said Contract in accordance with the terms thereof.
- b. To furnish the Forest Service with an acceptable bond assuring the performance of said Contract, or consent by the surety on the performance bond heretofore furnished by the **Transferor** which in effect will continue the bond with respect to any liability of the **Transferor** and will extend the provisions of the said bond to the **Transferee** as a principal thereunder.
- c. That the **Transferee** will comply with all applicable laws pertaining to this agreement.
- d. That the **Transferee** has no conflicts of interest with the **Transferor** which would affect performance under said Contract.

We hereby request the Forest Service recognize and approve this agreement.

The **Transferor** authorizes the Forest Service upon its approval of this application to deal solely thereafter with the aforesaid **Transferee** in the **Transferor's** stead and without notice to the **Transferor** in all matters pertaining to the aforesaid contract, including any modification thereof, and requests that any balance on deposit with the United States to the **Transferee's** credit in connection with such contract be transferred to the credit of the **Transferor**.

The **Transferor** agrees that it shall not by reason of the requested recognition and approval be released from any obligation to the United States under the aforesaid contract.

The **Transferee** in consideration and approval by the Forest Service of this agreement hereby accepts the rights and assumes all uncompleted obligations and requirements of the **Transferor** under the aforesaid contract and hereby binds its heirs, executors, administrators, successors, and assigns in the same manner as if the **Transferee** were the original signer of the aforesaid contract.

**New Bond**                       **Consent of Surety**

And as a further guarantee of the performance of the aforesaid contract and the obligations thereunder, the **Transferee** delivers herewith:  
 A performance bond in the sum of \_\_\_\_\_ Dollars ( \_\_\_\_\_ )  
 Consent of surety for continuance of a bond in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ) executed \_\_\_\_\_  
 \_\_\_\_\_ by **Transferor** as principal and \_\_\_\_\_  
 as surety, and extending provisions of said bond to **Transferee** as a principal thereunder. Consent of surety is attached hereto and made a part hereof.

**Transferor and Transferee Approvals**

IN WITNESS WHEREOF, the parties hereto have executed this Third Party Agreement as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

1/ Witness (two)  _____ (Signature)  _____ (Signature)	Name of Transferor 2/  _____ BY (Signature)  _____ Title
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1/ Witness (two)  _____ (Signature)  _____ (Signature)	Name of Transferee 2/  _____ BY (Signature)  _____ Title
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1/ Witness required if party is other than a corporation                      2/ execute applicable certificate below if party is a corporation

**CERTIFICATION OF TRANSFEROR**

I, \_\_\_\_\_ certify that I am the  
 \_\_\_\_\_ Secretary of the corporation  
 named as the **Transferor** herein; that \_\_\_\_\_  
 who signed this agreement on behalf of the **Transferor** was then  
 \_\_\_\_\_ of said corporation; that said  
 agreement was duly signed for and in behalf of said corporation  
 by authority of its governing body and it within the scope of its  
 corporate powers.

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 Corporate Seal

**CERTIFICATION OF THIRD PARTY**

I, \_\_\_\_\_ certify that I am the  
 \_\_\_\_\_ Secretary of the corporation  
 named as the **Transferee** herein; that \_\_\_\_\_  
 who signed this agreement on behalf of the **Transferee** was then  
 \_\_\_\_\_ of said corporation; that said  
 agreement was duly signed for and in behalf of said corporation  
 by authority of its governing body and it within the scope of its  
 corporate powers.

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 Corporate Seal

**Approval**

The aforesaid agreement between the **Transferor** and **Transferee** is hereby recognized and approved  
 under the conditions stated herein this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

<b>Signature of Approving officer</b>	<b>Title</b>
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