

# 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 <b>Transferor</b> ) And				
Address				
(hereinafter referred to as the <b>Third Party</b> or <b>Transferee</b> )				
Pacitale				

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 Transferoe 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 <b>Transferee</b> delivers herewith:  A performance bond in the sum of  Dollars ( )					
Consent of surety fo	or continuance of a bond in the	sum of llars (\$	) executed		
by <b>Transferor</b> as principal and					
as surety, and extending provisions of said bond to <b>Transferee</b> 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)			Name of Transferor 2/		
(Signature)		BY (Signature)			
	(Signatur	e)	Title		
1/ Witness (two)			Name of Transferee 2/		
(Signature)		BY (Signature)			
	(Signatur	e)	Title		
1/ Witness required if party is other than a corporation		2/ execute applicable certificate below if party is a corporation			
CERTIFICATION OFTRANSFEROR		CERTIFICATION OF THIRD PARTY			
I, certify that I am the		I, certify that I am the			
Secretary of the corporation		Secretary of the corporation			
named as the <b>Transferor</b> herein; that		named as the <b>Transferee</b> herein; that			
who signed this agreement on behalf of the <b>Transferor</b> was then of said corporation; that said		who signed this agreement on behalf of the <b>Transferee</b> was then of said corporation; that said			
agreement was duly signed for and in behalf of said corporation		agreement was duly signed for and in behalf of said corporation			
by authority of its governing body and it within the scope of its		by authority of its governing body and it within the scope of its			
corporate powers.			corporate powers.		
(S	ignature)		(Signature)		
(S	ignature)	Corprate Seal	(Signature)	Corprate Seal	
Approval					
The aforesaid agreement between the <b>Transferor</b> and <b>Transferee</b> is hereby recognized and approved under the conditions stated herein this day of ,					
Signature of Approv	ving officer		Title		
FS-2400-0012: Dubli	o burden for this collection is a	vatimated to be 2 bours n	er response, including time for reviewing instructions	coarching ovicting	

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