



Third Party Agreement
(Timber Sale or Integrated Resource Timber Contract)
(Ref. 36 CFR 223.114)

FS-2400-0012 (REV 02/18)
 OMB 0596-0225 Exp 05/2018

Timber Sale Contract	Integrated Resource Timber Contract
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National Forest	Ranger District	
Contract Name	Contract No.	Award Date
This Agreement by and between:		
Address		
(hereinafter referred to as the 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 **Transferor's** credit in connection with such contract be transferred to the credit of the **Transferee**.

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.

And as a further guarantee of the performance of the aforesaid contract and the obligations thereunder, the **Transferee** delivers herewith:

New Bond: A performance bond in the sum of _____ Dollars (_____)

Consent of Surety: 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
1/ Witness (two) (Signature) (Signature)	Name of Transferee 2/ BY (Signature) Title
1/ Witness required if party is other than a corporation	2/ execute applicable certificate below if party is a corporation
<p style="text-align: center;">CERTIFICATION OF TRANSFEROR</p> <p>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.</p> <p style="text-align: right;">(Signature) _____ (Signature) _____</p> <div style="border: 1px solid black; width: 100px; height: 100px; margin-left: auto; margin-right: auto; text-align: center; padding: 5px;"> Corporate Seal </div>	<p style="text-align: center;">CERTIFICATION OF THIRD PARTY</p> <p>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.</p> <p style="text-align: right;">(Signature) _____ (Signature) _____</p> <div style="border: 1px solid black; width: 100px; height: 100px; margin-left: auto; margin-right: auto; text-align: center; padding: 5px;"> Corporate Seal </div>

Approval

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

Signature of Approving officer	Title
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