



**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 |
| <b>This Agreement</b> by and between:                                     |                 |            |
| Address   |                 |            |
| (hereinafter referred to as the as the contractor or Transferor) And      |                 |            |
| Address   |                 |            |
| (hereinafter referred to as the <b>Third Party</b> or <b>Transferee</b> ) |                 |            |

| Recitals |
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**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 |
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**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)<br><br>(Signature)<br><br>(Signature)  | Name of Transferor 2/<br><br>BY (Signature)<br><br>Title   |
| 1/ Witness (two)<br><br>(Signature)<br><br>(Signature)  | Name of Transferee 2/<br><br>BY (Signature)<br><br>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;"><b>CERTIFICATION OF TRANSFEROR</b></p> <p>I, _____ certify that I am the<br/>         _____ Secretary of the corporation<br/>         named as the <b>Transferor</b> herein; that<br/>         who signed this agreement on behalf of the <b>Transferor</b> was then<br/>         _____ of said corporation; that said<br/>         agreement was duly signed for and in behalf of said corporation<br/>         by authority of its governing body and it within the scope of its<br/>         corporate powers.</p> <p>(Signature) _____</p> <p>(Signature) _____</p> <div style="border: 1px solid black; width: 100px; height: 100px; margin-left: auto; margin-right: auto; text-align: center;">       Corporate Seal     </div> | <p style="text-align: center;"><b>CERTIFICATION OF THIRD PARTY</b></p> <p>I, _____ certify that I am the<br/>         _____ Secretary of the corporation<br/>         named as the <b>Transferee</b> herein; that<br/>         who signed this agreement on behalf of the <b>Transferee</b> was then<br/>         _____ of said corporation; that said<br/>         agreement was duly signed for and in behalf of said corporation<br/>         by authority of its governing body and it within the scope of its<br/>         corporate powers.</p> <p>(Signature) _____</p> <p>(Signature) _____</p> <div style="border: 1px solid black; width: 100px; height: 100px; margin-left: auto; margin-right: auto; text-align: center;">       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 \_\_\_\_\_

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

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