

Green's Sawmill Services

HC 80, Box 45A, Hinton WV 25951
Ph. (304) 466-2336/Cell (304) 673-4710

I, **Howard S. Green** of **Green's Sawmill Services** (Hereafter referred to as **Sawyer**) agree to provide the following sawmill services to mill client logs into lumber/timbers at the rates and conditions listed below.

I, _____ (Hereafter referred to as **Client**), have read and agree to comply with terms of this contract as listed below.

Howard S. Green _____ **Date Signed:** _____

(Client) _____ **Date Signed** _____

Client contact information:

Mailing Address:

Phone #:

E-Mail address:

Special Conditions:

Logs will be milled at: ___ Sawyer Site ___ Client Site _____

Deposit Amount: _____ Mobilization/Set-up fee: _____

Client provides labor: ___ Yes ___ No Other client provided support: _____

Rate basis: \$____ BF, or Specialty/hourly rates \$____/hr

Additional fees will be applied for work outside the scope of normal milling operations such as site or log prep work. See attached rates for mobilization and specialty sawing, if applicable.

Weather conditions permitting, completion of Sawyer services is expected within ___ days of date of contract unless otherwise specified.

General Conditions:

1. **Sawyer assumes and accepts no liability and client agrees to hold sawyer harmless for personal injury to or for damage to client property resulting from working around or unauthorized access to Sawyer equipment. Client understands and accepts the risks associated with sawing and handling logs and lumber to himself and workers he provides to assist in off-bearing, stacking, etc.**
2. Payment is required in full by cash or check weekly or immediately upon completion of order (whichever comes first). WV Sales tax applies and will be collected for all services rendered.
3. Client certifies ownership of and provides all logs to be milled into lumber/timbers.
4. Logs provided will be bucked to length, clean, completely de-limbed, and ready to mill.
5. Client is responsible for providing logs free of foreign materials such as nails, wire, bullets, etc. An additional fee will be added for each damaged saw blade resulting from foreign materials in logs.
6. Sawyer will provide all fuels, lubricants and maintenance of his equipment used in milling operations.
7. Due to equipment constraints, logs to be milled can be no longer than 21' or be over 32" in diameter. Unless otherwise agreed by both parties, logs shorter than 8' will not be milled.
8. Sawyer reserves the right to stop milling or refuse to mill any client provided log at any time.
9. Lumber/timbers will be milled as close as possible to written client cut list based on the nature of the logs provided. (If thicker lumber cannot be milled 1" thick boards at least 4" wide will be provided.)
10. Lumber/timbers will be milled in thicknesses equal to or greater than 1" unless otherwise specified and agreed by both parties. Different rates apply for quarter-sawn and thinner lumber.
11. An estimated 5% of lumber/timbers milled may have some wane/rounded edges.

(Continued on next page)

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12. Unless otherwise agreed by both parties, logs will normally be cut to the nearest 1' lengths. It is expected/accepted that up to 6" of extra length on each log will be provided for trim and will not be included in final bf calculations. Trim of more than 6" will be included in bf calculations of product to the nearest 1' length.

Milling at Client Site:

1. Logs provided will be sufficient to generate a minimum of 1,000 bf or Client will be charged a minimum fee (See Rates) plus mobilization to justify transport and set up of the mill at the client site.
2. A one-time set up fee will also be charged for mobilization and set-up of the mill based on distance from sawyer site.
3. A relocation fee will be charged each time the mill must be moved on-site after initial set-up.
4. Logs will be staged ready-to-saw on a firm, open, relatively level site with road access for equipment level or slightly downhill below and within 10' of the logs to be milled
5. Logs should be staged on brow logs approximately 6' – 10' apart, facing the same direction (small ends together), by length with longest to shortest, longest closest to mill to be cut first. For safety reasons do not stack piles over 3 logs high.
6. Logs will be milled and lumber/timbers will be stacked in the area where staged by the client.
7. If requested by Client, to aid in air drying, lumber/timbers will be separated by dry stickers approximately 1" thick and placed at approximately 2' intervals. Sawyer can provide such stickers at an additional charge.
8. Lumber/timbers milled will be stacked on dunnage provided by the Client. If no dunnage is provided, milled lumber/timbers will be stacked on scrap lumber or directly on the ground.
9. The Client is responsible for providing a safe and secure/access restricted work area and site for Sawyer equipment to be left on site.
10. Sawyer will ensure his mill is shut down, secured and made safe and smaller equipment such as hand tools, fuel cans, etc. are removed from the site at the end of each work day.
11. Client retains and is responsible for clean-up/disposal all organic debris (sawdust, slabs, etc) generated by the milling operations at the client site. Sawyer will keep the site clean and remove all foreign materials used in the milling process on a daily basis.

Milling at Sawyer Site:

1. No minimum quantity for logs to be sawn.
2. A deposit may be required before commencement of operations for large drop off orders. No deposit required for "while you wait" services.
3. Pick up of order and payment in full of the balance due is required within 7 days of notification of completion of milling. Incremental pick-up and progressive payments for large orders will be required as outlined in the Special Conditions.
4. Client will be notified by phone or e-mail when lumber/timbers are ready for pick-up.
5. Due to space constraints at sawyer's site, lumber/timbers not paid for and picked up within 30 days of notification of completion will become Sawyer property and will be sold for payment of service. Client shall forfeit all deposits made.
6. To prevent double handling client is encouraged to provide/leave a trailer to stack as much lumber/timbers as practical for logs left on sawyer site. Sawyer assumes no liability for such trailers provided for client convenience.

Note: Trailers should have 2" ball to match Sawyer's equipment