

THIRD PARTY AGREEMENT
(36 CFR 223.114)

THIS AGREEMENT by and between _____
(hereinafter referred to as the purchaser) and _____

Address _____

WHEREAS, the purchaser 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 on

_____ National Forest, dated the _____ day of _____, _____, designated as shown above, and

WHEREAS, the third party desires to assume all of the obligations of the purchaser which have accrued or will accrue and to receive the rights and benefits under said contract, and

WHEREAS, the purchaser desires to arrange for performance of said contract by the third party.

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

1. **The purchaser agrees:**

a. That the Forest Service may if it approves of this agreement deal solely thereafter with the aforesaid third party in the purchaser's stead and without notice to the purchaser in all matters pertaining to the aforesaid timber sale contract, including any modifications thereof.

b. To request the Forest Service to transfer any balance on deposit with the United States to the purchaser's credit in connection with such contract to the credit of the transferee.

c. That it is understood the purchaser is not to be released from any obligations to the United States under said timber sale contract.

2. **The third party agrees:**

a. That the third party, 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 purchaser which in effect will continue the bond with respect to any liability of the purchaser and will extend the provisions of the said bond to the transferee as a principal thereunder.

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

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

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

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

And as a further guarantee of the performance of the timber sale contract and the obligations thereunder, the third party delivers herewith:

STRIKE A bond in the sum of _____ Dollars (\$ _____).

OUT Consent of surety for continuance of a bond in the sum of _____ Dollars (\$ _____) executed

ONE _____ by purchaser as principal and _____ as surety, and extending provisions of said bond to _____ third party as a principal thereunder.

IN WITNESS WHEREOF, the parties hereto have executed this third party agreement as of the _____ day of _____, _____.

<p><u>1/</u> WITNESS (Two)</p> <p>_____ (Signature)</p> <p>_____ (Signature)</p>	<p>NAME OF PURCHASER <u>2/</u></p> <p>_____ BY (Signature)</p> <p>_____ TITLE</p>
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<p><u>1/</u> WITNESS (Two)</p> <p>_____ (Signature)</p> <p>_____ (Signature)</p>	<p>NAME OF THIRD PARTY <u>2/</u></p> <p>_____ BY (Signature)</p> <p>_____ TITLE</p>
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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 PURCHASER

I, _____ certify that I am the _____ Secretary of the corporation named as the purchaser herein; that _____ who signed this agreement on behalf of the purchaser 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.

_____ CORPORATE SEAL _____ SIGNATURE

CERTIFICATION OF THIRD PARTY

I, _____ certify that I am the _____ Secretary of the corporation named as third party herein; that _____ who signed this agreement on behalf of the purchaser 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 _____ CORPORATE SEAL

APPROVAL

The aforesaid agreement between the purchaser and third party is hereby recognized and approved at _____, under the conditions stated therein this _____ day of _____, _____.

SIGNATURE OF APPROVING OFFICER	TITLE
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