



460 Fredrickson Rd, Woodland, WA 98674 . 360.225.3932

## CONTRACT

This is a legal and binding CONTRACT by and between Brian Trembley (Sawyer) of "Sticks Custom Portable Bandsaw Milling" and \_\_\_\_\_ (Customer), for milling of lumber under the following conditions:

1. Sawyer agrees to cut Customer's log(s) for \$\_\_\_\_\_per : A)\_\_\_\_\_ thousand board-foot or B)\_\_\_\_\_ machine clock hour . Board-foot charges are based on usable lumber cut rather than scaled log volume. Cutting rate is a function of log species, log quality, and dimensional requirements of the Customer. Lower grade logs and smaller dimension lumber requires higher board foot pricing.
2. Customer shall pay Sawyer \$50.00 for delivery and set-up of mill and an additional \$35 should the mill require relocation. A mileage fee applies if sawyer must travel more than 20 miles to the cutting site. Mileage will be charged at the rate of \$.50/mile, one-way. Mileage beyond the 20 mile limit: \_\_\_\_\_ miles @ \$.50 per mile, one-way.
3. In the event that a saw blade is damaged by foreign matter (nail, rock, metal, etc.) in Customer's log(s), there may be a charge of \$40.00 per damaged blade.
4. For the quoted rates above, Customer will provide one person to assist in loading logs and unloading sawn lumber.
5. Prior to cutting, Customer shall stage logs so that there can be continuous loading of mill without moving the mill, unless otherwise agreed upon. Sawyer shall stack finished lumber near the mill to allow uninterrupted production.
6. Sales tax applies to Washington residents at the appropriate rate.
7. Payment in full shall be due upon project completion. A late fee of 2% per month applies unless otherwise agreed upon.
8. Payments made by check to Sticks Custom Milling that are not honored by the bank will incur a returned check fee of \$35. Returned check reimbursement payments must be in the form of cash, cashier's check, certified check or money order.
9. Smoking , consumption of alcohol, or drug use in the proximity of the saw mill will not be tolerated.
10. It is understood by the Customer that log handling and cutting may be hazardous. Customer shall be responsible for conduct of helpers and observers and agrees to hold Sawyer and the Wood-Mizer sawmill manufacturer harmless for any injury or damage whatsoever to helpers or observers arising out of operation of the mill and the handling of logs and lumber. It shall be Customer's duty and obligation to keep all children, observers and pets out of the work area.
11. Customer represents that they are the owner of the logs and or has the authority to enter into this CONTRACT on behalf of all interested parties.
12. Balances owed for services rendered, but not paid upon completion, will be filed with Small Claims Court for balances up to the legal allowable amount based on the court jurisdiction where the services were performed. Balances exceeding the Small Claims Court limit will be filed with Superior Court. All late fees, NSF fees, court costs and legal fees, including but not limited to attorney fees, incurred by Sticks Custom Milling for the collection of an unpaid debt will be paid by the Customer.

Dated: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Sawyer: \_\_\_\_\_ Customer: \_\_\_\_\_  
Brian Trembley