

# Sticks Custom Portable Bandsaw Milling



*460 Fredrickson Road, Woodland, WA 98674 ~ 360-225-3932 ~ sticksmilling.com*

## MILLING 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 \$600 (soft woods) or \$700 (hard woods) per thousand board-feet or \$175 per machine clock hour (3-hour minimum charge), at Sawyer's discretion. Board-foot charges are based on usable lumber cut rather than scaled log volume.
2. Customer shall pay Sawyer \$50 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 beyond the 20-mile limit: \_\_\_\_\_ miles @ \$2.00 per mile, one-way equals \$\_\_\_\_\_ in addition to initial \$50 = \$\_\_\_\_\_ (includes \$50 surcharge once per job for traveling into OR).
3. In the event a saw blade is damaged by foreign matter (rocks, nails, metal, etc.), there will be a charge of \$40/damaged blade.
4. For the quoted rates above, Customer will provide one able-bodied person to assist in loading logs and unloading sawn lumber. If the individual is unable or unavailable to meet Sawyer's expectations, Customer will be charged at a rate of \$50/hour for all necessary loading of logs and unloading milled lumber. This helps to ensure that the Sawyer's milling is uninterrupted which makes for a more productive milling process.
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 at the appropriate rate.
7. Payment in full by cash or check 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, and/or drug use in the proximity of the saw mill will not be tolerated.
10. It is understood by 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 by cash or check 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 \_\_\_\_\_ 2023.

Sawyer: \_\_\_\_\_ Customer: \_\_\_\_\_

*Brian Trembley, Owner/Operator*

Sales Tax \_\_\_\_\_ %

***"You'll be so happy with my service, you'll feel guilty for not paying more!"***