

**Revised Special Forest Products Special Contract Provisions – 9/2015**

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## **Special Provisions for Harvest of Beargrass**

Issued Under and Made a Part of Contract/Permit Number: \_\_\_\_\_

### **REQUIRED PROVISIONS**

1. Purchaser/Permittee agrees to hold the government harmless from any claim for damage or loss of property, personal injury, or death.
2. The Purchaser/Permittee shall suspend all operations upon notification by the authorized officer of any of the following:
  - a. Discovery of an object or site of cultural value (over 100 years old) on the contract/permit area.
  - b. Discovery of threatened or endangered plants or animals protected under the Endangered Species Act of 1973.
  - c. Discovery of a Federal candidate, sensitive, or State listed species protected under BLM manual 6840.
3. Collection of special forest products is permitted only on BLM-administered land, in areas designated by the contract/permit and map.
4. Purchaser/Permittee shall clean up all trash and litter generated by their activities. **WARNING!** Existing trash/debris may contain hazardous materials. Please notify your local BLM office.
5. Drive only on existing roads and park so as not to block traffic. Comply with all road closures. **DO NOT** drive on unsurfaced roads during periods of wet weather.
6. Comply with all State laws concerning fire prevention requirements and fire closures.
7. The Purchaser/Permittee of the contract/permit must be present during the collection and transport of the product and must have the original contract/permit in immediate possession. Copies of the contract/permit are not valid.
8. When a Purchaser/Permittee moves between collection sites or leaves a contract/permit area, forest product removal receipts (i.e., load tickets) must be completed, securely attached to the load, and clearly visible from the rear of the vehicle.
9. Failure to abide by the terms of this contract, and/or attachments made part of, may cause contract cancellation and result in a fine and/or refusal of the issuance of future contracts for up to three years in accordance with the Government wide Debarment and Suspension Regulations found in 43 CFR 12.100 to 12.150. Failure to abide by the terms of this contract may also result in trespass damages.
10. For sales of beargrass in Oregon, where both the Purchaser and individuals listed as their assistants or helpers are on the contract/permit, the Purchaser must comply with the requirements set forth in ORS 658.405 through 658.503 (Farm Labor Contractor Laws). Contact the Oregon Bureau of Labor and Industries for details.
11. Harvest methods will be employed that do not damage the center of the plant where the flower stalk forms nor the flowers themselves.

- 12. The Purchaser/Permittee does not have exclusive rights to collection and removal of the product estimated and located on this contract/permit.
- 13. Work camps may be established only in locations authorized in advance by the authorized officer.
- 14. No harvest of beargrass within 50 feet of streams, ponds, lakes, and wet areas larger than one acre or from within any wet area smaller than one acre.

**OPTIONAL PROVISIONS (check and initial if used)**

- Unless authorized below, every person involved in the harvesting, or assisting in a work party in any other way, must obtain a separate contract/permit.

Additional authorized individuals are:

\_\_\_\_\_

\_\_\_\_\_

- Operations are to occur only during: \_\_\_\_\_

- I, the purchaser of this contract, have read and understand the attached Special Provisions.

Signed: \_\_\_\_\_

HELP PROTECT YOUR LANDS AND RESOURCES BY REPORTING CRIMES  
 CALL BUREAU OF LAND MANAGEMENT - LAW ENFORCEMENT AT 1-800-333-7283  
 OR  
 YOUR LOCAL BLM OFFICE AT 1-888-484-7244 OR (503) 375-5646  
 OR  
 BENTON COUNTY (CO.) SHERIFF AT (541) 757-6858,  
 CLACKAMAS CO. SHERIFF AT (503) 655-8911, COLUMBIA CO. SHERIFF AT (503) 397-1521,  
 LINN CO. SHERIFF AT 1-800-884-3911, MARION CO. SHERIFF AT (503) 769-3465,  
 POLK CO. SHERIFF AT (503) 623-9251, TILLAMOOK CO. SHERIFF AT (503) 815-1911,  
 WASHINGTON CO. SHERIFF AT (503) 629-0111, YAMHILL CO. SHERIFF AT (503) 434-7506

## **Special Provisions for Harvest of Conifer Boughs**

Issued Under and Made a Part of Contract/Permit Number: \_\_\_\_\_

### **REQUIRED PROVISIONS**

1. Purchaser agrees to hold the Government harmless from any claim for damage or loss of property, personal injury, or death. Harvesting Special Forest Products and driving on forest roads involve inherent risk of damage to property, personal injury, or death. By accepting this contract, the Purchaser agrees to understand these risks, safeguard against them, and accept responsibility for any such damage, injury, or death resulting from operations under this contract.
2. The Purchaser shall suspend all operations in the immediate vicinity and notify the Authorized Officer if he/she discovers any of the following on the contract area:
  - a. Any object or site of cultural value (over 100 years old).
  - b. Plants or animals protected under the Endangered Species Act of 1973.
  - c. Federal candidate, sensitive, or State listed species protected under BLM Manual 6840.
3. Collection of special products is permitted only on BLM land, in areas designated by the contract and/or map.
  - a. This contract is not valid without attached map.
  - b. It is the Purchaser's responsibility to accurately determine that he or she is within the area described in the contract and/or shown on the contract map.
  - c. Presenting this contract when working outside of the contract area, on either BLM administered lands or lands owned by others, is a violation of this contract.
4. The Purchaser shall clean up his/her work site by:
  - a. Removing natural debris created by his/her operation from roads and ditches.
  - b. Removing all of his/her trash and litter from the collection area for proper disposal.
  - c. Repairing damage caused by Purchaser's operations to roads, ditches, and/or cut banks.
  - d. **WARNING!** Existing trash and debris may contain hazardous materials. Please notify the BLM if you discover trash/debris/dump site on your contract area.
5. Drive only on existing roads and park so as to not block traffic. Comply with all road closures. **DO NOT** drive on unsurfaced roads during periods of wet weather.
  - a. Tractor constructed fire trails are not roads, do not drive on them.
  - b. With advance permission from the Authorized Officer, the Purchaser may be allowed to drive on unsurfaced roads or trails as long as tires do not spin and driving does not otherwise contribute to erosion or ground surface disturbance.
6. Comply with all state laws concerning fire prevention requirements and fire closures.
7. The Purchaser or the Purchaser's Representative must be present during the collection of the product and must have the original (pink) contract and all attachments in his/her possession when harvesting materials sold under this contract.
  - a. Other copies of the contract are not valid.
  - b. Each Person harvesting or transporting boughs under the terms of this contract must be listed by name on the approved Work Plan.
8. Transportation of Boughs:

- a. The Purchaser shall have the original (pink) copy of the contract, or a properly completed Bough Transportation Authorization in the vehicle when transporting boughs collected under this contract. The Bough Transportation Authorization is to be used when harvesting and transportation are simultaneous and the contract is on the contract area with the harvest crew.
  - b. A fully completed load ticket must accompany each load of boughs collected before leaving the harvest area. This includes driving between different locations within the contract area.
  - c. Fill in all blanks with correct information, mark (use ink, not pencil) or punch out the date and time. Attach the load ticket where it is easily visible from behind your vehicle. If there is no place to attach the load ticket to the vehicle where it is visible from behind, it may be displayed in the driver's side wing vent or window.
  - d. The contract is not valid without a properly completed load ticket.
  - e. Load tickets are not valid without the contract and attachments, or a properly completed Bough Transportation Authorization. Any load being transported under this contract for which the Purchaser does not have the original (pink) contract or Bough Transportation Authorization in his/her immediate possession, and/or which does not have a properly completed load ticket attached is a violation of this contract and is considered to be a trespass.
9. Failure to comply with any provision of this contract, including all attachments, may result in:
- a. The Government immediately and unilaterally canceling this contract,
  - b. The Government filing trespass charges,
  - c. Civil damages being assessed based on the value of the product removed in violation of this contract and/or the damage to other resources, plus administrative costs.
  - d. In addition, the Government may refuse to issue future contracts to the Purchaser for one or more years.
10. **Material sold** under this contract is conifer boughs. (Circle: Noble fir, Pacific silver fir, Western red cedar, Douglas-fir, Other \_\_\_\_\_.)
11. The following material is reserved by the Government and **MAY NOT BE CUT OR REMOVED.**
- a. All material within 50 feet of any wet area larger than one acre, any pond or lake, and any stream.
  - b. All material within the boundaries of any wet area smaller than one acre.
  - c. All material outside of the area shown on the attached map as "Approximate location of product sold".
  - d. All material shown on the attached map as closed to harvest or "No harvest allowed".
  - e. Anything not fully described as "material sold".
12. Purchaser shall submit a Work Plan and have it approved by the Authorized Officer prior to harvesting boughs.
- a. Work plans shall include:
    - i. Names of all people authorized to work under this contract;
    - ii. Equipment and work methods planned to complete the work;

- iii. A schedule for completing the work, including when harvest will start, what days work is planned, what days no work is planned, and estimated time to complete harvest: and
    - iv. Descriptions and license numbers of all vehicles to be used.
  - b. Changes to the work plan may be made by contacting the Authorized Officer.
  - c. The Purchaser or the Purchaser's Representative is required to notify the BLM Authorized Officer of any changes made to the approved Work Plan. Notification may be made in writing, by telephone, or in person. Notify the Authorized Officer if any of the following changes are made:
    - A. Harvesters or drivers not listed on the approved work plan start to work.
    - B. Vehicles not listed on the approved work plan are to be used.
    - C. Work schedule described in the approved work plan changes.
- 13. The Purchaser shall either mail or hand deliver all used load tags and corresponding weight receipts to the Authorized Officer according to the following schedule, unless other arrangements are made with the Authorized Officer:
  - a. While operations are ongoing, mail or hand deliver used load tags and corresponding weight receipts within five days after transporting boughs to a buying shed or the Purchaser's processing site. If boughs are processed by the Purchaser, a written statement of the amount of boughs kept by the Purchaser is acceptable in lieu of a weight receipt from a commercial processor.
  - b. When the full amount (A 10%, plus or minus ten percent) of material sold has been harvested, mail the used load tags with corresponding weight receipts and all unused load tags to the Authorized Officer within 24 hours, or deliver them the next business day.
  - c. All load tickets and corresponding weight receipts must be accounted for and approved by the Authorized Officer before another contract will be issued to the Purchaser.
- 14. The Purchaser, the Purchaser's Representative, and/or the crew leader must speak and understand English and any language necessary to communicate effectively with all crew members, and must be on the job site whenever the crew is working.
- 15. Any and all snow plowing requested by the Purchaser shall be done by the BLM Road Maintenance crew with the Purchaser paying their daily equipment and operator costs. The Purchaser must submit a written request for any plowing.
- 16. Do not cut boughs from trees with SEED TREE signs on them, from trees inside fenced areas, or from posted areas specifically prohibiting bough or Christmas tree cutting.
- 17. Boughs must be cut with hand clippers and/or pole pruners. Chainsaws, handsaws, and chopping tools (machetes, axes, etc.) shall not be used for cutting boughs.
- 18. Climbing trees is prohibited.
- 19. Do not cut boughs from trees less than fifteen (15) feet tall. Tree heights shall be measured on the uphill side of the tree.
- 20. Do not cut boughs from the top half (50%) of the live crown of any tree, or the top six whorls of branches, whichever is greater. Cutting the tops out of trees for any reason is prohibited.

21. At least one vigorous, well colored lateral whorl with two or more branchlets which are at least twelve (12) inches long shall be left on each branch from which boughs are harvested, as shown in Illustration A.
22. Cutting boughs from trees less than fifteen (15) feet tall; removing boughs from the top half (50%) or top 6 whorls of branches of the live crown of any tree; and/or failure to leave at least one vigorous, well colored lateral whorl on all branches harvested shall constitute a trespass and the Purchaser will be charged civil damages of triple stumpage for bough material removed, plus all administrative costs and estimated value of future loss of potential bough harvest on a four year cutting cycle, and timber value at no less than five hundred dollars (\$500.00) per tree.  
  
A judicial finding that any part of this provision is invalid shall not affect other parts of this provision. This is in addition to any criminal trespass charges which may be filed. If, in the opinion of the Authorized Officer, the Purchaser has deliberately violated any of these special provisions, the Purchaser may be denied another contract for one or more years. Exception: Boughs from branches which extend into the roadway may be harvested.
23. The Purchaser shall flag any *Bridgeoporus nobilissimus* conks found during his/her operations, shall notify the Authorized Officer of their locations, and shall avoid disturbing them. To avoid disturbing *Bridgeoporus* populations, do not walk on the conks and do not cut boughs from the near side of adjacent trees. The Authorized Officer will provide the Purchaser with information on identifying *Bridgeoporus*.
24. The Purchaser/Permittee does not have exclusive rights to collection and removal of the product estimated and located on this contract/permit.
25. Branches and debris will be scattered into timbered areas and away from roads, road shoulders, ditches, and/or streams.
26. For sales of evergreen boughs in Oregon that have both the Purchaser and individuals listed as their assistants or helpers on the contract/permit, the Purchaser must comply with requirements set forth in ORS 658.405 through 658.503 (Farm Labor Contractor Laws). Contact the Oregon Bureau of Labor and Industries for details.
27. Work camps may be established only in locations authorized in advance by authorized officer.

**OPTIONAL PROVISIONS (check and initial if used)**

- ( ) Unless authorized below, every person involved in the harvesting, or assisting in a work party in any other way, must obtain a separate contract/permit.

Additional authorized individuals are:

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- ( ) I, the purchaser of this contract, have read and understand the attached Special Provisions.

Signed: \_\_\_\_\_

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CALL BUREAU OF LAND MANAGEMENT - LAW ENFORCEMENT AT 1-800-333-7283

OR

YOUR LOCAL BLM OFFICE AT 1-888-484-7244 OR (503) 375-5646

OR

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WASHINGTON CO. SHERIFF AT (503) 629-0111, YAMHILL CO. SHERIFF AT (503) 434-7506



## **Special Provisions for Harvest of Burls**

Issued Under and Made Part of Contract/Permit Number:BLM-ORS04-V-2015.000\_\_\_\_\_

### **REQUIRED PROVISIONS**

1. Purchaser/Permittee agrees to hold the government harmless from any claim for damage or loss of property, personal injury, or death.
2. The Purchaser/Permittee shall suspend all operations upon notification by the authorized officer of any of the following:
  - a. Discovery of an object or site of cultural value (over 100 years old) on the contract/permit area.
  - b. Discovery of threatened or endangered plants or animals protected under the Endangered Species Act of 1973.
  - c. Discovery of a Federal candidate, sensitive, or State listed species protected under BLM manual 6840.
3. Collection of special forest products is permitted only on BLM-administered land, in areas designated by the contract/permit and map.
4. Purchaser/Permittee shall clean up all trash and litter generated by their activities. **WARNING!** Existing trash/debris may contain hazardous materials. Please notify your local BLM office.
5. Drive only on existing roads and park so as not to block traffic. Comply with all road closures. **DO NOT** drive on un-surfaced roads during periods of wet weather.
6. Comply with all State laws concerning fire prevention requirements and fire closures.
7. The Purchaser/Permittee of the contract/permit must be present during the collection and transport of the product and must have the original contract/permit in immediate possession. Copies of the contract/permit are not valid.
8. When a Purchaser/Permittee moves between collection sites or leaves a contract/permit area, forest product removal receipts (i.e., load tickets) must be completed, securely attached to the load, and clearly visible from the rear of the vehicle.
9. Failure to abide by the terms of this contract, and/or attachments made part of, may cause contract cancellation and result in a fine and/or refusal of the issuance of future contracts for up to three years in accordance with the Governmentwide Debarment and Suspension Regulations found in 43 CFR 12.100 to 12.150. Failure to abide by the terms of this contract may also result in trespass damages.
10. Do not damage reserve trees.
11. The Purchaser/Permittee does not have exclusive rights to collection and removal of the product estimated and located on this contract/permit.
12. No harvest of Burls will take place within 50 feet of streams, ponds, lakes and wet areas larger than one acre, or from within any wet area smaller than one acre.

**OPTIONAL PROVISIONS (check and initial if used)**

- ( ) Unless authorized below, every person involved in the harvesting, or assisting in a work party in any other way, must obtain a separate contract/permit.

Additional authorized individuals are:

\_\_\_\_\_

- ( ) Operations are to occur only during: \_\_\_\_\_

- ( ) I, the purchaser of this contract, have read and understand the attached Special Provisions.

Signed: \_\_\_\_\_

HELP PROTECT YOUR LANDS AND RESOURCES BY REPORTING CRIMES  
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OR

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POLK CO. SHERIFF AT (503) 623-9251, TILLAMOOK CO. SHERIFF AT (503) 815-1911,  
WASHINGTON CO. SHERIFF AT (503) 629-0111, YAMHILL CO. SHERIFF AT (503) 434-7506

## **Special Provisions for Harvest of Cascara Bark**

Issued Under and Made a Part of Contract/Permit Number: \_\_\_\_\_

### **REQUIRED PROVISIONS**

1. Material sold under this contract is Cascara bark (also called “Chittum”) and wood.
2. Purchaser/Permittee agrees to hold the government harmless from any claim for damage or loss of property, personal injury, or death.
3. The Purchaser/Permittee shall suspend all operations upon notification by the authorized officer of any of the following:
  - a. Discovery of an object or site of cultural value (over 100 years old) on the contract/permit area.
  - b. Discovery of threatened or endangered plants or animals protected under the Endangered Species Act of 1973.
  - c. Discovery of a Federal candidate, sensitive, or State listed species protected under BLM manual 6840.
4. Collection of special forest products is permitted only on BLM-administered land, in areas designated by the contract/permit and map. This contract is not valid without the attached map.
5. Purchaser/Permittee shall clean up all trash and litter generated by their activities. **WARNING!** Existing trash/debris may contain hazardous materials. Please notify your local BLM office.
6. Drive only on existing roads and park so as not to block traffic. Comply with all road closures. **DO NOT** drive on unsurfaced roads during periods of wet weather.
7. Comply with all State laws concerning fire prevention requirements and fire closures.
8. The Purchaser/Permittee of the contract/permit must be present during the collection and transport of the product and must have the original contract/permit in immediate possession. Copies of the contract/permit are not valid.
9. When a Purchaser/Permittee moves between collection sites or leaves a contract/permit area, forest product removal receipts (i.e., load tickets) must be completed, securely attached to the load, and clearly visible from the rear of the vehicle.
10. Failure to abide by the terms of this contract, and/or attachments made part of, may cause contract cancellation and result in a fine and/or refusal of the issuance of future contracts for up to three years in accordance with the Governmentwide Debarment and Suspension Regulations found in 43 CFR 12.100 to 12.150. Failure to abide by the terms of this contract may also result in trespass damages.
11. Leave a 12-inch high stump with all bark intact up to the top of the stump to promote future stump sprouting. Stump height shall be measured on the uphill side of the tree.
12. Branches and collection debris will be scattered into timbered areas and away from roads, road shoulders, ditches, and/or streams.

13. The Purchaser/Permittee does not have exclusive rights to collection and removal of the product estimated and located on this contract/permit
14. Limbs less than 2 inches in diameter and boles less than 3 inches in diameter at the 1-foot stump may be left unpeeled.
15. Twenty-five percent (25%) or 1/4 of all trees larger than four (4) inches diameter at stump height, and all trees smaller than four (4) inches diameter shall be left uncut and undamaged in any given area. This provision is designed to keep a component of these trees in the forest stand for stand diversity and wildlife habitat.
16. No harvest of Cascara Bark within 50 feet of streams, ponds, lakes and wet areas larger than one acre, or from within any wet area smaller than one acre.

**OPTIONAL PROVISIONS (check and initial if used)**

- Unless authorized below, every person involved in the harvesting, or assisting in a work party in any other way, must obtain a separate contract/permit.

Additional authorized individuals are:

\_\_\_\_\_

\_\_\_\_\_

- I, the purchaser of this contract, have read and understand the attached Special Provisions.

Signed: \_\_\_\_\_

HELP PROTECT YOUR LANDS AND RESOURCES BY REPORTING CRIMES  
 CALL BUREAU OF LAND MANAGEMENT - LAW ENFORCEMENT AT 1-800-333-7283  
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 POLK CO. SHERIFF AT (503) 623-9251, TILLAMOOK CO. SHERIFF AT (503) 815-1911,  
 WASHINGTON CO. SHERIFF AT (503) 629-0111, YAMHILL CO. SHERIFF AT (503) 434-7506

**Special Provisions for Collection of Christmas Trees**  
Issued Under and Made Part of Contract/Permit Number: \_\_\_\_\_

**REQUIRED PROVISIONS**

1. Purchaser/Permittee agrees to hold the government harmless from any claim for damage or loss of property, personal injury, or death.
2. The Purchaser/Permittee shall suspend all operations upon notification by the authorized officer of any of the following:
  - a. Discovery of an object or site of cultural value (over 100 years old) on the contract/permit area.
  - b. Discovery of threatened or endangered plants or animals protected under the Endangered Species Act of 1973.
  - c. Discovery of a Federal candidate, sensitive, or State listed species protected under BLM manual 6840.
3. Collection of special forest products is permitted only on BLM-administered land, in areas designated by the contract/permit and map.
4. Purchaser/Permittee shall clean up all trash and litter generated by their activities. **WARNING!** Existing trash/debris may contain hazardous materials. Please notify your local BLM office.
5. Drive only on existing roads and park so as not to block traffic. Comply with all road closures. **DO NOT** drive on unsurfaced roads during periods of wet weather.
6. Comply with all State laws concerning fire prevention requirements and fire closures.
7. The Purchaser/Permittee of the contract/permit must be present during the collection and transport of the product and must have the original contract/permit in immediate possession. Copies of the contract/permit are not valid.
8. When a Purchaser/Permittee moves between collection sites or leaves a contract/permit area, forest product removal receipts (i.e., load tickets) must be completed, securely attached to the load, and clearly visible from the rear of the vehicle.
9. Failure to abide by the terms of this contract, and/or attachments made part of, may cause contract cancellation and result in a fine and/or refusal of the issuance of future contracts for up to three years in accordance with the Government wide Debarment and Suspension Regulations found in 43 CFR 12.100 to 12.150. Failure to abide by the terms of this contract may also result in trespass damages.
10. The Purchaser/Permittee does not have exclusive rights to collection and removal of the product estimated and located on this contract/permit.
11. Christmas tree cutting is prohibited in the following areas:
  - a. Progeny test sites, both fenced and unfenced.
  - b. Any area specifically posted to prohibit Christmas tree cutting.
12. Avoid any damage to other trees.

13. Keep roads, ditches, and streams clear of debris.
14. No tree over 12 feet high will be cut. Stumps will be no higher than 6 inches.
15. Trees will be cut just above the lowest whorl of green branches.
16. No topping of large trees.
17. No harvest of Christmas Trees within 50 feet of streams, ponds, lakes and wet areas larger than one acre, or within any wet area smaller than one acre.

**OPTIONAL PROVISIONS (check and initial if used)**

- Unless authorized below, every person involved in the harvesting, or assisting in a work party in any other way, must obtain a separate contract/permit.

Additional authorized individuals are:

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- Purchaser/Permittee will leave at least one large (Douglas-fir) (Noble Fir) (Grand fir) (\_\_\_\_\_) every (12) (\_\_\_\_\_) feet.

- I, the purchaser of this contract, have read and understand the attached Special Provisions.

Signed: \_\_\_\_\_

HELP PROTECT YOUR LANDS AND RESOURCES BY REPORTING CRIMES  
 CALL BUREAU OF LAND MANAGEMENT - LAW ENFORCEMENT AT 1-800-333-7283  
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 WASHINGTON CO. SHERIFF AT (503) 629-0111, YAMHILL CO. SHERIFF AT (503) 434-7506

## **Special Provisions for Collection of Cones**

Issued Under and Made Part of Contract/Permit Number:BLM-ORS04-V-2015.000\_\_\_\_\_

### **REQUIRED PROVISIONS**

1. Purchaser/Permittee agrees to hold the government harmless from any claim for damage or loss of property, personal injury, or death.
2. The Purchaser/Permittee shall suspend all operations upon notification by the authorized officer of any of the following:
  - a. Discovery of an object or site of cultural value (over 100 years old) on the contract/permit area.
  - b. Discovery of threatened or endangered plants or animals protected under the Endangered Species Act of 1973.
  - c. Discovery of a Federal candidate, sensitive, or State listed species protected under BLM manual 6840.
3. Collection of special forest products is permitted only on BLM-administered land, in areas designated by the contract/permit and map.
4. Purchaser/Permittee shall clean up all trash and litter generated by their activities. **WARNING!** Existing trash/debris may contain hazardous materials. Please notify your local BLM office.
5. Drive only on existing roads and park so as not to block traffic. Comply with all road closures. **DO NOT** drive on unsurfaced roads during periods of wet weather.
6. Comply with all State laws concerning fire prevention requirements and fire closures.
7. The Purchaser/Permittee of the contract/permit must be present during the collection and transport of the product and must have the original contract/permit in immediate possession. Copies of the contract/permit are not valid.
8. When a Purchaser/Permittee moves between collection sites or leaves a contract/permit area, forest product removal receipts (i.e., load tickets) must be completed, securely attached to the load, and clearly visible from the rear of the vehicle.
9. Failure to abide by the terms of this contract, and/or attachments made part of, may cause contract cancellation and result in a fine and/or refusal of the issuance of future contracts for up to three years in accordance with the Governmentwide Debarment and Suspension Regulations found in 43 CFR 12.100 to 12.150. Failure to abide by the terms of this contract may also result in trespass damages.
10. The Purchaser/Permittee does not have exclusive rights to collection and removal of the product estimated and located on this contract/permit.
11. Do not pick from trees that have yellow SEED TREE signs or painted numbers on them unless specifically allowed in the contract/permit.
12. Do not pick in posted areas specifically prohibiting cone picking.

13. Harvesting of cones shall be done in a manner that minimizes damage to the tree. Cutting the tree down is prohibited.
14. Shooting cones or the branches with a firearm to collect cones is prohibited.
15. Trees with stick nests of any size or kind will not be climbed.
16. If a climber encounters a nest not seen from the ground, they will be required to descend from the tree immediately.
17. Work camps may be established only in locations authorized in advance by the authorized officer.

**OPTIONAL PROVISIONS (check and initial if used)**

- Unless authorized below, every person involved in the harvesting, or assisting in a work party in any other way, must obtain a separate contract/permit.

Additional authorized individuals are:

\_\_\_\_\_

\_\_\_\_\_

- Operations are to occur only during: \_\_\_\_\_

- I, the purchaser of this contract, have read and understand the attached Special Provisions.

Signed: \_\_\_\_\_

HELP PROTECT YOUR LANDS AND RESOURCES BY REPORTING CRIMES  
 CALL BUREAU OF LAND MANAGEMENT - LAW ENFORCEMENT AT 1-800-333-7283  
 OR  
 YOUR LOCAL BLM OFFICE AT 1-888-484-7244 OR (503) 375-5646  
 OR  
 BENTON COUNTY (CO.) SHERIFF AT (541) 757-6858,  
 CLACKAMAS CO. SHERIFF AT (503) 655-8911, COLUMBIA CO. SHERIFF AT (503) 397-1521,  
 LINN CO. SHERIFF AT 1-800-884-3911, MARION CO. SHERIFF AT (503) 769-3465,  
 POLK CO. SHERIFF AT (503) 623-9251, TILLAMOOK CO. SHERIFF AT (503) 815-1911,  
 WASHINGTON CO. SHERIFF AT (503) 629-0111, YAMHILL CO. SHERIFF AT (503) 434-7506



## **Special Provisions for Collection of Cut Sticks**

Issued Under and Made Part of Contract Number:BLMORS04-V-2015.000\_\_\_\_\_

### **REQUIRED PROVISIONS**

1. Purchaser/Permittee agrees to hold the government harmless from any claim for damage or loss of property, personal injury, or death.
2. The Purchaser/Permittee shall suspend all operations upon notification by the authorized officer of any of the following:
  - a. Discovery of an object or site of cultural value (over 100 years old) on the contract/permit area.
  - b. Discovery of threatened or endangered plants or animals protected under the Endangered Species Act of 1973.
  - c. Discovery of a Federal candidate, sensitive, or State listed species protected under BLM manual 6840.
3. Collection of special forest products is permitted only on BLM-administered land, in areas designated by the contract/permit and map.
4. Purchaser/Permittee shall clean up all trash and litter generated by their activities. **WARNING!** Existing trash/debris may contain hazardous materials. Please notify your local BLM office.
5. Drive only on existing roads and park so as not to block traffic. Comply with all road closures. **DO NOT** drive on unsurfaced roads during periods of wet weather.
6. Comply with all State laws concerning fire prevention requirements and fire closures.
7. The Purchaser/Permittee of the contract/permit must be present during the collection and transport of the product and must have the original contract/permit in immediate possession. Copies of the contract/permit are not valid.
8. When a Purchaser/Permittee moves between collection sites or leaves a contract/permit area, forest product removal receipts (i.e., load tickets) must be completed, securely attached to the load, and clearly visible from the rear of the vehicle.
9. Failure to abide by the terms of this contract, and/or attachments made part of, may cause contract cancellation and result in a fine and/or refusal of the issuance of future contracts for up to three years in accordance with the Governmentwide Debarment and Suspension Regulations found in 43 CFR 12.100 to 12.150. Failure to abide by the terms of this contract may also result in trespass damages.
10. The Purchaser/Permittee does not have exclusive rights to collection and removal of the product estimated and located on this contract/permit.
11. Trees shall not be cut in reforestation plantations less than 10 years old. Damaging of coniferous trees is prohibited.

12. Cut sticks harvested within the right-of-way (driving surface) will be cut flush with the ground to prevent driving hazards.
13. All debris generated by the Purchaser (branches and other collection debris) shall be scattered into timbered areas and away from roads and their ditches, road shoulders and/or streams upon completion of Purchaser's operations.
14. No harvest of Cut Sticks within 50 feet of streams, ponds, lakes and wet areas larger than one acre, or from within any wet area smaller than one acre.

**OPTIONAL PROVISIONS (check and initial if used)**

- Unless authorized below, every person involved in the harvesting, or assisting in a work party in any other way, must obtain a separate contract/permit.

Additional authorized individuals are:

\_\_\_\_\_

\_\_\_\_\_

- I, the purchaser of this contract, have read and understand the attached Special Provisions.

Signed: \_\_\_\_\_

<p>HELP PROTECT YOUR LANDS AND RESOURCES BY REPORTING CRIMES CALL BUREAU OF LAND MANAGEMENT - LAW ENFORCEMENT AT 1-800-333-7283 OR YOUR LOCAL BLM OFFICE AT 1-888-484-7244 OR (503) 375-5646 OR BENTON COUNTY (CO.) SHERIFF AT (541) 757-6858, CLACKAMAS CO. SHERIFF AT (503) 655-8911, COLUMBIA CO. SHERIFF AT (503) 397-1521, LINN CO. SHERIFF AT 1-800-884-3911, MARION CO. SHERIFF AT (503) 769-3465, POLK CO. SHERIFF AT (503) 623-9251, TILLAMOOK CO. SHERIFF AT (503) 815-1911, WASHINGTON CO. SHERIFF AT (503) 629-0111, YAMHILL CO. SHERIFF AT (503) 434-7506</p>
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## **Special Provisions for Firewood**

Issued Under and Made Part of Contract Number: BLM-ORS04-V-2015.000 \_\_\_\_\_

### **REQUIRED PROVISIONS**

1. Purchaser/Permittee agrees to hold the government harmless from any claim for damage or loss of property, personal injury, or death.
2. The Purchaser/Permittee shall suspend all operations upon notification by the authorized officer of any of the following:
  - a. Discovery of an object or site of cultural value (over 100 years old) on the contract/permit area.
  - b. Discovery of threatened or endangered plants or animals protected under the Endangered Species Act of 1973.
  - c. Discovery of a Federal candidate, sensitive, or State listed species protected under BLM manual 6840.
3. Collection of special forest products is permitted only on BLM-administered land, in areas designated by the contract/permit and map.
4. Purchaser/Permittee shall clean up all trash and litter generated by their activities. **WARNING!** Existing trash/debris may contain hazardous materials. Please notify your local BLM office.
5. Drive only on existing roads and park so as not to block traffic. Comply with all road closures. **DO NOT** drive on unsurfaced roads during periods of wet weather.
6. Comply with all State laws concerning fire prevention requirements and fire closures.
7. The Purchaser/Permittee of the contract/permit must be present during the collection and transport of the product and must have the original contract/permit in immediate possession. Copies of the contract/permit are not valid.
8. When a Purchaser/Permittee moves between collection sites or leaves a contract/permit area, forest product removal receipts (i.e., load tickets) must be completed, securely attached to the load, and clearly visible from the rear of the vehicle.
9. Failure to abide by the terms of this contract, and/or attachments made part of, may cause contract cancellation and result in a fine and/or refusal of the issuance of future contracts for up to three years in accordance with the Governmentwide Debarment and Suspension Regulations found in 43 CFR 12.100 to 12.150. Failure to abide by the terms of this contract may also result in trespass damages.
10. The Purchaser/Permittee does not have exclusive rights to collection and removal of the product estimated and located on this contract/permit.
11. Material designated for removal is (painted \_\_\_\_\_ above and below stump height / logging debris located at landings / other: \_\_\_\_\_).
12. Leave in place the following:

- a. Any standing trees (live or dead), or cedar of any greater than 10 inches in diameter. These have intentionally been left for wildlife.
13. The following material is reserved by the Government and may not be cut or removed:
- a. No harvest of firewood within 50 feet of streams, ponds, lakes and wet areas larger than one acre, or from within any wet area smaller than one acre.
  - b. All material within the reserve area or outside the contract area as shown on the attached map.
  - c. Any material not fully described as "material sold."
  - d. All material, which another Special Provision requires the Purchaser to leave in place.
14. All debris generated by the Purchaser shall be removed from roads and their ditches and/or streams upon completion of Purchaser's operations.
15. **WARNING:** Landings and/or units may be burned at any time. There will be **NO REFUNDS.**
16. Wood may be removed from the contract area in random lengths, EXCEPT that pieces larger than eight (8) inches diameter at the large end must be cut shorter than six (6) feet long before being removed from the site.

**OPTIONAL PROVISIONS (check and initial if used)**

- Unless authorized below, every person involved in the harvesting, or assisting in a work party in any other way, must obtain a separate contract/permit.

Additional authorized individuals are:

\_\_\_\_\_

\_\_\_\_\_

- DO NOT cut trees or logs painted \_\_\_\_\_.
- I, the purchaser of this contract, have read and understand the attached Special Provisions.

Signed: \_\_\_\_\_

HELP PROTECT YOUR LANDS AND RESOURCES BY REPORTING CRIMES

CALL BUREAU OF LAND MANAGEMENT - LAW ENFORCEMENT AT 1-800-333-7283  
OR  
YOUR LOCAL BLM OFFICE AT 1-888-484-7244 OR (503) 375-5646  
OR  
BENTON COUNTY (CO.) SHERIFF AT (541) 757-6858,  
CLACKAMAS CO. SHERIFF AT (503) 655-8911, COLUMBIA CO. SHERIFF AT (503) 397-1521,  
LINN CO. SHERIFF AT 1-800-884-3911, MARION CO. SHERIFF AT (503) 769-3465,  
POLK CO. SHERIFF AT (503) 623-9251, TILLAMOOK CO. SHERIFF AT (503) 815-1911,  
WASHINGTON CO. SHERIFF AT (503) 629-0111, YAMHILL CO. SHERIFF AT (503) 434-7506

## **Special Provisions for Standing Roadside Firewood**

Issued Under and Made Part of Contract Number: BLM-ORS04-V-2015.000 \_\_\_\_\_

### **REQUIRED PROVISIONS**

1. Purchaser/Permittee agrees to hold the government harmless from any claim for damage or loss of property, personal injury, or death.
2. The Purchaser/Permittee shall suspend all operations upon notification by the authorized officer of any of the following:
  - a. Discovery of an object or site of cultural value (over 100 years old) on the contract/permit area.
  - b. Discovery of threatened or endangered plants or animals protected under the Endangered Species Act of 1973.
  - c. Discovery of a Federal candidate, sensitive, or State listed species protected under BLM manual 6840.
3. Collection of special forest products is permitted only on BLM-administered land, in areas designated by the contract/permit and map.
4. Purchaser/Permittee shall clean up all trash and litter generated by their activities. **WARNING!** Existing trash/debris may contain hazardous materials. Please notify your local BLM office.
5. Drive only on existing roads and park so as not to block traffic. Comply with all road closures. **DO NOT** drive on unsurfaced roads during periods of wet weather.
6. Comply with all State laws, in particular, those concerning fire prevention requirements and fire closure, and timber falling operations.
7. The Purchaser/Permittee of the contract/permit must be present during the collection and transport of the product and must have the original contract/permit in immediate possession. Copies of the contract/permit are not valid.
8. When a Purchaser/Permittee moves between collection sites or leaves a contract/permit area, forest product removal receipts (i.e., load tickets) must be completed, securely attached to the load, and clearly visible from the rear of the vehicle.
9. Failure to abide by the terms of this contract, and/or attachments made part of, may cause contract cancellation and result in a fine and/or refusal of the issuance of future contracts for up to three years in accordance with the Governmentwide Debarment and Suspension Regulations found in 43 CFR 12.100 to 12.150. Failure to abide by the terms of this contract may also result in trespass damages.
10. The Purchaser/Permittee does not have exclusive rights to collection and removal of the product estimated and located on this contract/permit.
11. Material designated for removal is standing and located within the road right of way.
12. Leave in place the following:
  - a. Any standing trees not marked with paint above and below the stump for harvest.

- b. Any down logs not marked with paint.
  - c. All snags.
13. The following material is reserved by the Government and may not be cut or removed:
- a. All material within any area shown on the attached map as closed to harvest.
  - b. Any material not fully described as “material sold “.
  - c. All material which another Special Provision requires the Purchaser to leave in place.
14. All debris generated by the Purchaser shall be removed from roads (including shoulders) and their ditches and/or streams, upon completion of Purchaser's operations. Debris is to be moved, at least 10 feet from the edge of the road, to the downslope side of the road. Traffic shall not be blocked for more than 30 minutes.
15. Wood may be removed from the contract area in random lengths, EXCEPT that pieces larger than eight (8) inches diameter at the large end must be cut shorter than six (6) feet long before being removed from the site. The material designated for removal, is intended for use as fuel wood, and may not be marketed as saw timber.

**OPTIONAL PROVISIONS (check and initial if used)**

Unless authorized below, every person involved in the harvesting, or assisting in a work party in any other way, must obtain a separate contract/permit.

Additional authorized individuals are:

\_\_\_\_\_

\_\_\_\_\_

DO NOT cut trees or logs painted \_\_\_\_\_.

I, the purchaser of this contract, have read and understand the attached Special Provisions.

Signed: \_\_\_\_\_

HELP PROTECT YOUR LANDS AND RESOURCES BY REPORTING CRIMES  
 CALL BUREAU OF LAND MANAGEMENT - LAW ENFORCEMENT AT 1-800-333-7283  
 OR  
 YOUR LOCAL BLM OFFICE AT 1-888-484-7244 OR (503) 375-5646  
 OR  
 BENTON COUNTY (CO.) SHERIFF AT (541) 757-6858,  
 CLACKAMAS CO. SHERIFF AT (503) 655-8911, COLUMBIA CO. SHERIFF AT (503) 397-1521,  
 LINN CO. SHERIFF AT 1-800-884-3911, MARION CO. SHERIFF AT (503) 769-3465,  
 POLK CO. SHERIFF AT (503) 623-9251, TILLAMOOK CO. SHERIFF AT (503) 815-1911,  
 WASHINGTON CO. SHERIFF AT (503) 629-0111, YAMHILL CO. SHERIFF AT (503) 434-7506

## **Special Provisions for Fungi Harvest**

Issued Under and Made Part of Contract/Permit Number:

### **SPECIAL PROVISIONS**

1. Purchaser/Permittee agrees to hold the government harmless from any claim for damage or loss of property, personal injury, or death.
2. The Purchaser/Permittee shall suspend all operations upon notification by the authorized officer of any of the following:
  - a. Discovery of an object or site of cultural value (over 100 years old) on the contract/permit area.
  - b. Discovery of threatened or endangered plants or animals protected under the Endangered Species Act of 1973.
  - c. Discovery of a Federal candidate, sensitive, or State listed species protected under BLM manual 6840.
3. Collection of special forest products is permitted only on BLM-administered land, in areas designated by the contract/permit and map.
4. Purchaser/Permittee shall clean up all trash and litter generated by their activities. **WARNING!** Existing trash/debris may contain hazardous materials. Please notify your local BLM office.
5. Comply with all State laws concerning fire prevention requirements and fire closures.
6. The Purchaser/Permittee of the contract/permit must be present during the collection and transport of the product and must have the original contract/permit in immediate possession. Copies of the contract/permit are not valid.
7. When a Purchaser/Permittee moves between collection sites or leaves a contract/permit area, the Forest Products Removal Receipt shall be filled out **PRIOR TO LOADING** the product into the vehicle. Failure to fill out the required portion of the load ticket prior to loading the product into a vehicle is a violation of this contract.

A load ticket violation may result in a fine and refusal of future contracts for up to three years.
8. Drive only on existing roads and park so as not to block traffic. Comply with all road closures. **DO NOT** drive on unsurfaced roads during periods of wet weather.
9. Failure to abide by the terms of this contract, and/or attachments made part of, may cause contract cancellation and result in a fine and/or refusal of the issuance of future contracts for up to three years in accordance with the Government Debarment and Suspension Regulations found in 43 CFR 12.100 to 12.510. Failure to abide by the terms of this contract may also result in trespass damages.
10. Every person over 18 years of age, and involved in the harvesting, or assisting in a work party in any other way, must have in their possession a valid contract/permit.
11. All fungi will be harvested by cutting at the substrate level with hand tools only.

- 12. All fungi will be harvested in such a way that the soil and/or substrate and moss mats will remain intact and not disturbed.
- 13. The Purchaser/Permittee does not have exclusive rights to collection and removal of the product estimated and located on this contract/permit.
- 14. Do not disturb the soil, woody debris, surrounding vegetation, or the mushroom's mycelial mat.

**OPTIONAL PROVISIONS (check and initial if used)**

Unless authorized below, every person involved in the harvesting, or assisting in a work party in any other way, must obtain a separate contract/permit.

Additional authorized individuals are:

\_\_\_\_\_

\_\_\_\_\_

DO NOT cut trees or logs painted \_\_\_\_\_.

I, the purchaser of this contract, have read and understand the attached Special Provisions.

Signed: \_\_\_\_\_

HELP PROTECT YOUR LANDS AND RESOURCES BY REPORTING CRIMES  
 CALL BUREAU OF LAND MANAGEMENT - LAW ENFORCEMENT AT 1-800-333-7283  
 OR  
 YOUR LOCAL BLM OFFICE AT 1-888-484-7244 OR (503) 375-5646  
 OR  
 BENTON COUNTY (CO.) SHERIFF AT (541) 757-6858,  
 CLACKAMAS CO. SHERIFF AT (503) 655-8911, COLUMBIA CO. SHERIFF AT (503) 397-1521,  
 LINN CO. SHERIFF AT 1-800-884-3911, MARION CO. SHERIFF AT (503) 769-3465,  
 POLK CO. SHERIFF AT (503) 623-9251, TILLAMOOK CO. SHERIFF AT (503) 815-1911,  
 WASHINGTON CO. SHERIFF AT (503) 629-0111, YAMHILL CO. SHERIFF AT (503) 434-7506



### **Special Provisions for Collection of Greenery**

(Fern Fronds, Branches/Leaves of Huckleberry, Manzanita, Oregon Grape, Salal, etc.)

Issued Under and Made Part of Contract/Permit Number: \_\_\_\_\_

#### **REQUIRED PROVISIONS**

1. Purchaser/Permittee agrees to hold the government harmless from any claim for damage or loss of property, personal injury, or death.
2. The Purchaser/Permittee shall suspend all operations upon notification by the authorized officer of any of the following:
  - a. Discovery of an object or site of cultural value (over 100 years old) on the contract/permit area.
  - b. Discovery of threatened or endangered plants or animals protected under the Endangered Species Act of 1973.
  - c. Discovery of a Federal candidate, sensitive, or State listed species protected under BLM manual 6840.
3. Collection of special forest products is permitted only on BLM-administered land, in areas designated by the contract/permit and map.
4. Purchaser/Permittee shall clean up all trash and litter generated by their activities. **WARNING!** Existing trash/debris may contain hazardous materials. Please notify your local BLM office.
5. Drive only on existing roads and park so as not to block traffic. Comply with all road closures. **DO NOT** drive on unsurfaced roads during periods of wet weather.
6. Comply with all State laws concerning fire prevention requirements and fire closures.
7. The Purchaser/Permittee of the contract/permit must be present during the collection and transport of the product and must have the original contract/permit in immediate possession. Copies of the contract/permit are not valid.
8. When a Purchaser/Permittee moves between collection sites or leaves a contract/permit area, forest product removal receipts (i.e., load tickets) must be completed, securely attached to the load, and clearly visible from the rear of the vehicle.
9. Failure to abide by the terms of this contract, and/or attachments made part of, may cause contract cancellation and result in a fine and/or refusal of the issuance of future contracts for up to three years in accordance with the Governmentwide Debarment and Suspension Regulations found in 43 CFR 12.100 to 12.150. Failure to abide by the terms of this contract may also result in trespass damages.
10. The Purchaser/Permittee does not have exclusive rights to collection and removal of the product estimated and located on this contract/permit.
11. Use only hand tools for cutting greenery.
12. Do not disturb the plant's root system. Plants will not be dug up.
13. Collection shall be spread out between numerous plants, rather than confined to a few.

14. Do not harvest more than 50 percent of the greenery in any given area.
15. Remove all collection debris from the road surface, ditches, and/or streams.
16. For sales of fern fronds and/or salal in Oregon that have both the Purchaser and individuals listed as their assistants or helpers on the contract/permit, the Purchaser must comply with the requirements set forth in ORS 658.405 through 658.503 (Farm Labor Contractor Laws). Contact the Oregon Bureau of Labor and Industries for details.
17. Unless authorized below, every person involved in the harvesting, or assisting in a work party in any other way, must obtain a separate contract/permit.

Additional authorized individuals are :

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18. The following material is reserved by the Government and may not be cut or removed:
    - a. No collection of greenery within 50 feet of streams, ponds, lakes and wet areas larger than one acre, or from within any wet area smaller than one acre.
    - b. All material within any area shown on the attached map as reserve area or closed to harvest
    - c. Any material not fully described as "material sold."
    - d. All material, which another Special Provision requires the Purchaser to leave in place.
  19. Do not harvest more than 50 percent of the greenery from any individual plant.
  20. Work camps may be established only in locations authorized in advance by the authorized officer.
- ( ) I, the purchaser of this contract, have read and understand the attached Special Provisions.

Signed: \_\_\_\_\_

HELP PROTECT YOUR LANDS AND RESOURCES BY REPORTING CRIMES  
 CALL BUREAU OF LAND MANAGEMENT - LAW ENFORCEMENT AT 1-800-333-7283  
 OR  
 YOUR LOCAL BLM OFFICE AT 1-888-484-7244 OR (503) 375-5646  
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 CLACKAMAS CO. SHERIFF AT (503) 655-8911, COLUMBIA CO. SHERIFF AT (503) 397-1521,  
 LINN CO. SHERIFF AT 1-800-884-3911, MARION CO. SHERIFF AT (503) 769-3465,  
 POLK CO. SHERIFF AT (503) 623-9251, TILLAMOOK CO. SHERIFF AT (503) 815-1911,  
 WASHINGTON CO. SHERIFF AT (503) 629-0111, YAMHILL CO. SHERIFF AT (503) 434-7506

## **Special Provisions for Collection of Mushrooms**

Issued Under and Made Part of Contract/Permit Number: \_\_\_\_\_

### **REQUIRED PROVISIONS**

1. Purchaser/Permittee agrees to hold the government harmless from any claim for damage or loss of property, personal injury, or death.
2. The Purchaser/Permittee shall suspend all operations upon notification by the authorized officer of any of the following:
  - a. Discovery of an object or site of cultural value (over 100 years old) on the contract/permit area.
  - b. Discovery of threatened or endangered plants or animals protected under the Endangered Species Act of 1973.
  - c. Discovery of a Federal candidate, sensitive, or State listed species protected under BLM manual 6840.
3. Collection of special forest products is permitted only on BLM-administered land, in areas designated by the contract/permit and map.
4. Purchaser/Permittee shall clean up all trash and litter generated by their activities. **WARNING!** Existing trash/debris may contain hazardous materials. Please notify your local BLM office.
5. Drive only on existing roads and park so as not to block traffic. Comply with all road closures. **DO NOT** drive on unsurfaced roads during periods of wet weather.
6. Comply with all State laws concerning fire prevention requirements and fire closures.
7. The Purchaser/Permittee of the contract/permit must be present during the collection and transport of the product and must have the original contract/permit in immediate possession. Copies of the contract/permit are not valid.
8. When a Purchaser/Permittee moves between collection sites or leaves a contract/permit area, forest product removal receipts (i.e., load tickets) must be completed, securely attached to the load, and clearly visible from the rear of the vehicle.
9. Failure to abide by the terms of this contract, and/or attachments made part of, may cause contract cancellation and result in a fine and/or refusal of the issuance of future contracts for up to three years in accordance with the Governmentwide Debarment and Suspension Regulations found in 43 CFR 12.100 to 12.150. Failure to abide by the terms of this contract may also result in trespass damages.
10. The Purchaser/Permittee does not have exclusive rights to collection and removal of the product estimated and located on this contract/permit.
11. Do not disturb the soil, woody debris, surrounding vegetation, moss mats, or the mushroom's mycelial mat. This prohibits the use of a rake or leafblower in collecting mushrooms.
12. Mushrooms will be harvested at the substrate level (cutting at ground level), using hand tools only.

- 13. Work camps may be established only in locations authorized in advance by the authorized officer.
- 14. No harvest of **Mushrooms** will take place within 50 feet of streams, ponds, lakes and wet areas larger than one acre, or from within any wet area smaller than one acre.

**OPTIONAL PROVISIONS (check and initial if used)**

- Unless authorized below, every person involved in the harvesting, or assisting in a work party in any other way, must obtain a separate contract/permit.

Additional authorized individuals are:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- Leave 1/2 of the mushrooms at all picking sites to produce spores for the next generation and to provide wildlife with this food source.
- Operations are to occur only on \_\_\_\_\_.
- I, the purchaser of this contract, have read and understand the attached Special Provisions.

Signed: \_\_\_\_\_

HELP PROTECT YOUR LANDS AND RESOURCES BY REPORTING CRIMES  
 CALL BUREAU OF LAND MANAGEMENT - LAW ENFORCEMENT AT 1-800-333-7283  
 OR  
 YOUR LOCAL BLM OFFICE AT 1-888-484-7244 OR (503) 375-5646  
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 CLACKAMAS CO. SHERIFF AT (503) 655-8911, COLUMBIA CO. SHERIFF AT (503) 397-1521,  
 LINN CO. SHERIFF AT 1-800-884-3911, MARION CO. SHERIFF AT (503) 769-3465,  
 POLK CO. SHERIFF AT (503) 623-9251, TILLAMOOK CO. SHERIFF AT (503) 815-1911,  
 WASHINGTON CO. SHERIFF AT (503) 629-0111, YAMHILL CO. SHERIFF AT (503) 434-7506

## **Special Provisions for Pitch**

Issued Under and Made a Part of Contract/Permit Number:

### **REQUIRED PROVISIONS**

1. Purchaser/Permittee agrees to hold the government harmless from any claim for damage or loss of property, personal injury, or death.
2. The Purchaser/Permittee shall suspend all operations upon notification by the authorized officer of any of the following:
  - a. Discovery of an object or site of cultural value (over 100 years old) on the contract/permit area.
  - b. Discovery of threatened or endangered plants or animals protected under the Endangered Species Act of 1973.
  - c. Discovery of a Federal candidate, sensitive, or State listed species protected under BLM manual 6840.
3. Collection of special forest products is permitted only on BLM-administered land, in areas designated by the contract/permit and map.
4. Purchaser/Permittee shall clean up all trash and litter generated by their activities. **WARNING!** Existing trash/debris may contain hazardous materials. Please notify your local BLM office.
5. Comply with all State laws concerning fire prevention requirements and fire closures.
6. The Purchaser/Permittee of the contract/permit must be present during the collection and transport of the product and must have the original contract/permit in immediate possession. Copies of the contract/permit are not valid.
7. When a Purchaser/Permittee moves between collection sites or leaves a contract/permit area, forest product removal receipts (i.e., load tickets) must be completed, securely attached to the load, and clearly visible from the rear of the vehicle **or** a Forest Products Removal Receipt (yellow copy) filled out including quantity and date transported. Failure to fill out the required portion of the load ticket or product removal receipt is a violation of this contract.

A fully completed load ticket or product removal receipt **must** be attached to each load of material collected before leaving the harvest area. This includes driving between different locations within the contract area.

- a. Fill in the blanks with correct information, mark (use ink, not pencil) or punch out the date and time, and attach the load ticket where it is easily visible from behind your vehicle.
- b. The contract is not valid without a properly completed load ticket.
- c. Load tickets are not valid without the contract and attachments.
- d. Any load ticket being transported under this contract for which the purchaser does not have the original (pink) contract in his/her immediate possession, and/or which does not have a properly completed load ticket attached is a violation of this contract and is considered to be a trespass.

8. Drive only on existing roads and park so as not to block traffic. Comply with all road closures. DO NOT drive on unsurfaced roads during periods of wet weather.
9. Failure to abide by the terms of this contract, and/or attachments made part of, may cause contract cancellation and result in a fine and/or refusal of the issuance of future contracts for up to three years in accordance with the Government Debarment and Suspension Regulations found in 43 CFR 12.100 to 12.510. Failure to abide by the terms of this contract may also result in trespass damages.

**ADDITIONAL PROVISIONS**

- Pitch will be collected by use of hand tools only.
- The bore shall not be greater than ¾ of an inch in diameter.
- Plugging holes after collection with a material approved by the BLM if the holes do not plug naturally from pitch flow;
- No holes shall be located greater than 2 feet above the ground.
- The Purchaser/Permittee does not have exclusive rights to collection and removal of the product estimated and located on this contract/permit.

**OPTIONAL PROVISIONS (check and initial if used)**

Unless authorized below, every person involved in the harvesting, or assisting in a work party in any other way, must obtain a separate contract/permit.

Additional authorized individuals are:

\_\_\_\_\_

DO NOT cut trees or logs painted \_\_\_\_\_.

I, the purchaser of this contract, have read and understand the attached Special Provisions.

Signed: \_\_\_\_\_

HELP PROTECT YOUR LANDS AND RESOURCES BY REPORTING CRIMES  
 CALL BUREAU OF LAND MANAGEMENT - LAW ENFORCEMENT AT 1-800-333-7283  
 OR  
 YOUR LOCAL BLM OFFICE AT 1-888-484-7244 OR (503) 375-5646  
 OR  
 BENTON COUNTY (CO.) SHERIFF AT (541) 757-6858,  
 CLACKAMAS CO. SHERIFF AT (503) 655-8911, COLUMBIA CO. SHERIFF AT (503) 397-1521,  
 LINN CO. SHERIFF AT 1-800-884-3911, MARION CO. SHERIFF AT (503) 769-3465,  
 POLK CO. SHERIFF AT (503) 623-9251, TILLAMOOK CO. SHERIFF AT (503) 815-1911,  
 WASHINGTON CO. SHERIFF AT (503) 629-0111, YAMHILL CO. SHERIFF AT (503) 434-7506

## **Special Provisions for Products Measured in Board Feet**

(Posts, Poles, Rails, Marginal Logs, Shake Bolts, etc.)

Issued Under Contract/Permit Number: \_\_\_\_\_

### **REQUIRED PROVISIONS**

1. Purchaser/Permittee agrees to hold the government harmless from any claim for damage or loss of property, personal injury, or death.
2. The Purchaser/Permittee shall suspend all operations upon notification by the authorized officer of any of the following:
  - a. Discovery of an object or site of cultural value (over 100 years old) on the contract/permit area.
  - b. Discovery of threatened or endangered plants or animals protected under the Endangered Species Act of 1973.
  - c. Discovery of a Federal candidate, sensitive, or State listed species protected under BLM manual 6840.
3. Collection of special forest products is permitted only on BLM-administered land, in areas designated by the contract/permit and map.
4. Purchaser/Permittee shall clean up all trash and litter generated by their activities. **WARNING!** Existing trash/debris may contain hazardous materials. Please notify your local BLM office.
5. Drive only on existing roads and park so as not to block traffic. Comply with all road closures. **DO NOT** drive on unsurfaced roads during periods of wet weather.
6. Comply with all State laws concerning fire prevention requirements and fire closures.
7. The Purchaser/Permittee of the contract/permit must be present during the collection and transport of the product and must have the original contract/permit in immediate possession. Copies of the contract/permit are not valid.
8. When a Purchaser/Permittee moves between collection sites or leaves a contract/permit area, forest product removal receipts (i.e., load tickets) must be completed, securely attached to the load, and clearly visible from the rear of the vehicle.
9. Failure to abide by the terms of this contract, and/or attachments made part of, may cause contract cancellation and result in a fine and/or refusal of the issuance of future contracts for up to three years in accordance with the Governmentwide Debarment and Suspension Regulations found in 43 CFR 12.100 to 12.150. Failure to abide by the terms of this contract may also result in trespass damages.
10. The following is prohibited:
  - a. Export of any unprocessed timber harvested from the area under contract/permit; and
  - b. Use of any timber of sawing or peeler grades, sold pursuant to the contract/permit, as a substitute for timber from private lands which is exported by the Purchaser/Permittee, an affiliate of the Purchaser/Permittee, or any other parties.
11. Material designated for removal is painted \_\_\_\_\_ above and below stump height.

Unless so designated, no standing trees and/or snags are to be cut. All logging debris shall be removed from roads and their ditches upon completion of Purchaser/Permittee's operations.

- 12. Operations are to occur only during: \_\_\_\_\_
- 13. **WARNING:** Landings and/or units may be burned at any time. There will be NO REFUNDS.
- 14. Purchaser/Permittee shall protect from damage all reserve, guyline, and/or tailhold trees which she/he uses to the satisfaction of the authorized officer. Failure to do so will result in a trespass.
- 15. Slash shall be disposed of in accordance with the written instructions of the authorized officer.
- 16. The Purchaser/Permittee does not have exclusive rights to collection and removal of the product estimated and located on this contract/permit.
- 17. No harvest of special forest products will take place within 50 feet of streams, ponds, lakes and wet areas larger than one acre, or from within any wet area smaller than one acre.

**OPTIONAL PROVISIONS (check and initial if used)**

- Unless authorized below, every person involved in the harvesting, or assisting in a work party in any other way, must obtain a separate contract/permit.

Additional authorized individuals are:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- DO NOT cut trees painted \_\_\_\_\_.
- Purchaser/Permittee is authorized to use Roads No.:  
[a] \_\_\_\_\_; [b] \_\_\_\_\_; [c] \_\_\_\_\_;  
[d] \_\_\_\_\_; [e] \_\_\_\_\_; [f] \_\_\_\_\_.
- Yarding requires full suspension.
- Yarding to be done using lead end suspension or by hand only
- All materials shall be cut into sizes suitable for posts and/or bolts prior to removal from the contract/permit area. In no case shall bolts larger than 36 inches by 8 inches by 10 feet be removed from the contract/permit area.
- Materials may be removed from the contract/permit area in random lengths. Any piece whose small diameter approximates eight (8) inches and is greater than six (6) feet long must be branded and painted yellow. Brand to be used is: \_\_\_\_\_.
- All logs or bolts must be branded and painted yellow on one end BEFORE transporting (Port-Orford-cedar shall be branded only). Brand to be used is: \_\_\_\_\_.
- Yarding equipment shall not be operated off Road No. \_\_\_\_\_.
- Roads shall not be blocked for more than \_\_\_\_\_ minutes.



- ( ) Gate key no. \_\_\_\_\_ has been issued to \_\_\_\_\_ and is to be returned to the authorized officer when the contract/permit is completed or at expiration of the contract/permit. The gate is to be kept locked or under supervision at all times. The key is not to be duplicated or issued to another party without written authorization.
- ( ) Upon completion of work or by the expiration of the contract/permit, whichever comes first, all machine trails, roads, skid roads, and other trails constructed by the Purchaser/Permittee shall be blocked to vehicular traffic and water-barred to the satisfaction of the authorized officer.
- ( ) If ATV is to be used: Do not cut any standing dead or live trees OR any down logs without prior approval from the authorized officer.
- ( ) Purchaser/Permittee shall not store or leave equipment and/or personal belongings unattended on the contract/permit area.
- ( ) All personal equipment shall be removed within 30 days after the contract expiration date, or sooner if required by the authorized officer to accomplish other work.
- ( ) Purchaser/Permittee shall inform the authorized officer at least 24 hours prior to the occurrence of the following:

Starting of Cutting: \_\_\_\_\_  
Starting of Yarding: \_\_\_\_\_  
Starting of Hauling: \_\_\_\_\_  
Completion of Work: \_\_\_\_\_

- ( ) Purchaser/Permittee shall not interfere with or block access to any ongoing timber sale operations, including slash/pile burning.
- ( ) I, the purchaser of this contract, have read and understand the attached Special Provisions.

Signed: \_\_\_\_\_

HELP PROTECT YOUR LANDS AND RESOURCES BY REPORTING CRIMES  
CALL BUREAU OF LAND MANAGEMENT - LAW ENFORCEMENT AT 1-800-333-7283  
OR  
YOUR LOCAL BLM OFFICE AT 1-888-484-7244 OR (503) 375-5646  
OR  
BENTON COUNTY (CO.) SHERIFF AT (541) 757-6858,  
CLACKAMAS CO. SHERIFF AT (503) 655-8911, COLUMBIA CO. SHERIFF AT (503) 397-1521,  
LINN CO. SHERIFF AT 1-800-884-3911, MARION CO. SHERIFF AT (503) 769-3465,  
POLK CO. SHERIFF AT (503) 623-9251, TILLAMOOK CO. SHERIFF AT (503) 815-1911,  
WASHINGTON CO. SHERIFF AT (503) 629-0111, YAMHILL CO. SHERIFF AT (503) 434-7506

**Special Provisions for Collection of Quinine Conk**  
Issued Under and Made Part of Contract/Permit Number: \_\_\_\_\_

**REQUIRED PROVISIONS**

1. Purchaser/Permittee agrees to hold the government harmless from any claim for damage or loss of property, personal injury, or death.
2. The Purchaser/Permittee shall suspend all operations upon notification by the authorized officer of any of the following:
  - a. Discovery of an object or site of cultural value (over 100 years old) on the contract/permit area.
  - b. Discovery of threatened or endangered plants or animals protected under the Endangered Species Act of 1973.
  - c. Discovery of a Federal candidate, sensitive, or State listed species protected under BLM manual 6840.
3. Collection of special forest products is permitted only on BLM-administered land, in areas designated by the contract/permit and map.
4. Purchaser/Permittee shall clean up all trash and litter generated by their activities. **WARNING!** Existing trash/debris may contain hazardous materials. Please notify your local BLM office.
5. Drive only on existing roads and park so as not to block traffic. Comply with all road closures. **DO NOT** drive on unsurfaced roads during periods of wet weather.
6. Comply with all State laws concerning fire prevention requirements and fire closures.
7. The Purchaser/Permittee of the contract/permit must be present during the collection and transport of the product and must have the original contract/permit in immediate possession. Copies of the contract/permit are not valid.
8. When a Purchaser/Permittee moves between collection sites or leaves a contract/permit area, forest product removal receipts (i.e., load tickets) must be completed, securely attached to the load, and clearly visible from the rear of the vehicle.
9. Failure to abide by the terms of this contract, and/or attachments made part of, may cause contract cancellation and result in a fine and/or refusal of the issuance of future contracts for up to three years in accordance with the Governmentwide Debarment and Suspension Regulations found in 43 CFR 12.100 to 12.150. Failure to abide by the terms of this contract may also result in trespass damages.
10. The Purchaser/Permittee does not have exclusive rights to collection and removal of the product estimated and located on this contract/permit.
11. Falling of trees, live or dead, is prohibited.
12. Use only hand tools to remove the conk.

13. No collection of Quinine Conks within 50 feet of streams, ponds, lakes and wet areas larger than one acre, or from within any wet area smaller than one acre. All material within any area shown on the attached map as reserve area or closed to harvest. Any material not fully described as “material sold”.

**OPTIONAL PROVISIONS (check and initial if used)**

( ) Unless authorized below, every person involved in the harvesting, or assisting in a work party in any other way, must obtain a separate contract/permit.

Additional authorized individuals are:

\_\_\_\_\_

\_\_\_\_\_

( ) I, the purchaser of this contract, have read and understand the attached Special Provisions.

Signed: \_\_\_\_\_

HELP PROTECT YOUR LANDS AND RESOURCES BY REPORTING CRIMES  
CALL BUREAU OF LAND MANAGEMENT - LAW ENFORCEMENT AT 1-800-333-7283  
OR  
YOUR LOCAL BLM OFFICE AT 1-888-484-7244 OR (503) 375-5646  
OR  
BENTON COUNTY (CO.) SHERIFF AT (541) 757-6858,  
CLACKAMAS CO. SHERIFF AT (503) 655-8911, COLUMBIA CO. SHERIFF AT (503) 397-1521,  
LINN CO. SHERIFF AT 1-800-884-3911, MARION CO. SHERIFF AT (503) 769-3465,  
POLK CO. SHERIFF AT (503) 623-9251, TILLAMOOK CO. SHERIFF AT (503) 815-1911,  
WASHINGTON CO. SHERIFF AT (503) 629-0111, YAMHILL CO. SHERIFF AT (503) 434-7506

## **Special Provisions for Collection of Roots**

Issued Under and Made Part of Contract/Permit Number: \_\_\_\_\_

### **REQUIRED PROVISIONS**

1. Purchaser/Permittee agrees to hold the government harmless from any claim for damage or loss of property, personal injury, or death.
2. The Purchaser/Permittee shall suspend all operations upon notification by the authorized officer of any of the following:
  - a. Discovery of an object or site of cultural value (over 100 years old) on the contract/permit area.
  - b. Discovery of threatened or endangered plants or animals protected under the Endangered Species Act of 1973.
  - c. Discovery of a Federal candidate, sensitive, or State listed species protected under BLM manual 6840.
3. Collection of special forest products is permitted only on BLM-administered land, in areas designated by the contract/permit and map.
4. Purchaser/Permittee shall clean up all trash and litter generated by their activities. **WARNING!** Existing trash/debris may contain hazardous materials. Please notify your local BLM office.
5. Drive only on existing roads and park so as not to block traffic. Comply with all road closures. **DO NOT** drive on unsurfaced roads during periods of wet weather.
6. Comply with all State laws concerning fire prevention requirements and fire closures.
7. The Purchaser/Permittee of the contract/permit must be present during the collection and transport of the product and must have the original contract/permit in immediate possession. Copies of the contract/permit are not valid.
8. When a Purchaser/Permittee moves between collection sites or leaves a contract/permit area, forest product removal receipts (i.e., load tickets) must be completed, securely attached to the load, and clearly visible from the rear of the vehicle.
9. Failure to abide by the terms of this contract, and/or attachments made part of, may cause contract cancellation and result in a fine and/or refusal of the issuance of future contracts for up to three years in accordance with the Governmentwide Debarment and Suspension Regulations found in 43 CFR 12.100 to 12.150. Failure to abide by the terms of this contract may also result in trespass damages.
10. The Purchaser/Permittee does not have exclusive rights to collection and removal of the product estimated and located on this contract/permit.
11. Purchaser must provide SFP manager with the harvest record of previous permit before another permit may be purchased.
12. All roots must be removed using hand tools only.
13. Root harvest shall be limited so as to not kill or severely injure any reserved plants.

14. No collection of roots within 50 feet of streams, ponds, lakes and wet areas larger than one acre, or from within any wet area smaller than one acre.

**OPTIONAL PROVISIONS (check and initial if used)**

- ( ) Unless authorized below, every person involved in the harvesting, or assisting in a work party in any other way, must obtain a separate contract/permit.

Additional authorized individuals are:

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- ( ) I, the purchaser of this contract, have read and understand the attached Special Provisions.

Signed: \_\_\_\_\_

HELP PROTECT YOUR LANDS AND RESOURCES BY REPORTING CRIMES  
CALL BUREAU OF LAND MANAGEMENT - LAW ENFORCEMENT AT 1-800-333-7283  
OR  
YOUR LOCAL BLM OFFICE AT 1-888-484-7244 OR (503) 375-5646 OR  
BENTON COUNTY (CO.) SHERIFF AT (541) 757-6858,  
CLACKAMAS CO. SHERIFF AT (503) 655-8911, COLUMBIA CO. SHERIFF AT (503) 397-1521,  
LINN CO. SHERIFF AT 1-800-884-3911,  
MARION CO. SHERIFF AT (503) 769-3465, POLK CO. SHERIFF AT (503) 623-9251,  
TILLAMOOK CO. SHERIFF AT (503) 815-1911, WASHINGTON CO. SHERIFF AT (503) 629-  
0111, YAMHILL CO. SHERIFF AT (503) 434-7506

## **Special Provisions for the Collection of Transplants, Seedlings, and/or Roots**

Issued Under and Made Part of Contract/Permit Number: \_\_\_\_\_

### **REQUIRED PROVISIONS**

1. Purchaser/Permittee agrees to hold the government harmless from any claim for damage or loss of property, personal injury, or death.
2. The Purchaser/Permittee shall suspend all operations upon notification by the authorized officer of any of the following:
  - a. Discovery of an object or site of cultural value (over 100 years old) on the contract/permit area.
  - b. Discovery of threatened or endangered plants or animals protected under the Endangered Species Act of 1973.
  - c. Discovery of a Federal candidate, sensitive, or State listed species protected under BLM manual 6840.
3. Collection of special forest products is permitted only on BLM-administered land, in areas designated by the contract/permit and map.
4. Purchaser/Permittee shall clean up all trash and litter generated by their activities. **WARNING!** Existing trash/debris may contain hazardous materials. Please notify your local BLM office.
5. Drive only on existing roads and park so as not to block traffic. Comply with all road closures. **DO NOT** drive on unsurfaced roads during periods of wet weather.
6. Comply with all State laws concerning fire prevention requirements and fire closures.
7. The Purchaser/Permittee of the contract/permit must be present during the collection and transport of the product and must have the original contract/permit in immediate possession. Copies of the contract/permit are not valid.
8. When a Purchaser/Permittee moves between collection sites or leaves a contract/permit area, forest product removal receipts (i.e., load tickets) must be completed, securely attached to the load, and clearly visible from the rear of the vehicle.
9. Failure to abide by the terms of this contract, and/or attachments made part of, may cause contract cancellation and result in a fine and/or refusal of the issuance of future contracts for up to three years in accordance with the Governmentwide Debarment and Suspension Regulations found in 43 CFR 12.100 to 12.150. Failure to abide by the terms of this contract may also result in trespass damages.
10. The Purchaser/Permittee does not have exclusive rights to collection and removal of the product estimated and located on this contract/permit.
11. The Purchaser/Permittee will fill in all holes created by collection.
12. Material must be removed using hand tools only.
13. The following material is reserved by the government and shall not be cut or removed.
  - a. Transplants and/or seedlings within **50 feet of streams, ponds, lakes and wet areas larger**

**than one acre, or from within any wet area smaller than one acre.**

- b. All material within any area shown on the attached map as reserve area or closed to harvest.
  - c. Any material not fully described as "material sold". Transplants and/or seedlings from reforestation plantations. All Pacific Yew (*Taxus Brevifolia*).
  - d. All trees taller than four (4) feet tall, including both conifer and hardwood species. (Vine Maple and other brush species larger than four (4) tall may be harvested)
  - e. Any plants which can be readily and individually seen from any road.
14. All transplants and/or seedlings selected for harvest shall be from locations scattered throughout the contract area.
15. No more than twenty five (25) percent of plants of any species shall be removed in any given area.
16. These species may not be harvested. Transporting the following species is prohibited by Oregon State Wildflower Law:
- a. All Wild Lilies (*Lilium*)
  - b. Mariposa Tulip, or Butterfly (*Calochortus*)
  - c. Mission Bells, or Snake Lily (*Fritillaria*)
  - d. Adder's Tongue, Dogtooth Violet, or Avalanche Lily (*Erythronium*)
  - e. Lady's Slipper (*Cypripedium*)
  - f. Purple Lady's Slipper (*Calypso*)
  - g. Bitter Root (*Lewisia*)
  - h. Native Rhododendron or Azalea (*Rhododendron*)
17. Unless authorized below, every person involved in the harvesting, or assisting in a work party in any other way, must obtain a separate contract/permit.

Additional authorized individuals are:

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Material sold under this contract is live plants, including roots.

INCLUDED		TYPE AND SIZE OF PLANT	PRICE EACH PLANT	REMARKS
YES	NO			
		Herbaceous (Ferns, Salal, Oregon Grape, etc.)	\$	
		Brush species < 4 ft. Tall	\$	
		Brush species > 4 ft. Tall	\$	
		Vine Maple > 8 ft. Tall	\$	
		Conifers < 2 ft. Tall	\$	No harvest in plantations
		Conifers > 2 ft. Tall	\$	No harvest in plantations
			\$	

( ) I, the purchaser of this contract, have read and understand the attached Special Provisions.

Signed: \_\_\_\_\_

HELP PROTECT YOUR LANDS AND RESOURCES BY REPORTING CRIMES  
CALL BUREAU OF LAND MANAGEMENT - LAW ENFORCEMENT AT 1-800-333-7283  
OR

YOUR LOCAL BLM OFFICE AT 1-888-484-7244 OR (503) 375-5646 OR  
BENTON COUNTY (CO.) SHERIFF AT (541) 757-6858,  
CLACKAMAS CO. SHERIFF AT (503) 655-8911, COLUMBIA CO. SHERIFF AT (503) 397-1521,  
LINN CO. SHERIFF AT 1-800-884-3911,  
MARION CO. SHERIFF AT (503) 769-3465, POLK CO. SHERIFF AT (503) 623-9251,  
TILLAMOOK CO. SHERIFF AT (503) 815-1911, WASHINGTON CO. SHERIFF AT (503) 629-  
0111, YAMHILL CO. SHERIFF AT (503) 434-7506



## **Special Provisions for the Collection of Truffles**

Issued Under and Made Part of Contract/Permit Number: \_\_\_\_\_

### **REQUIRED PROVISIONS**

1. Purchaser/Permittee agrees to hold the government harmless from any claim for damage or loss of property, personal injury, or death.
2. The Purchaser/Permittee shall suspend all operations upon notification by the authorized officer of any of the following:
  - a. Discovery of an object or site of cultural value (over 100 years old) on the contract/permit area.
  - b. Discovery of threatened or endangered plants or animals protected under the Endangered Species Act of 1973.
  - c. Discovery of a Federal candidate, sensitive, or State listed species protected under BLM manual 6840.
3. Collection of special forest products is permitted only on BLM-administered land, in areas designated by the contract/permit and map.
4. Purchaser/Permittee shall clean up all trash and litter generated by their activities. **WARNING!** Existing trash/debris may contain hazardous materials. Please notify your local BLM office.
5. The following material is reserved by the Government and may not be cut or removed:
  - a. No harvest of truffles within 50 feet of streams, ponds, lakes and wet areas larger than one acre, or within any wet area smaller than one acre.
6. Drive only on existing roads and park so as not to block traffic. Comply with all road closures. **DO NOT** drive on unsurfaced roads during periods of wet weather.
7. Comply with all State laws concerning fire prevention requirements and fire closures.
8. The Purchaser/Permittee of the contract/permit must be present during the collection and transport of the product and must have the original contract/permit in immediate possession. Copies of the contract/permit are not valid.
9. When a Purchaser/Permittee moves between collection sites or leaves a contract/permit area, forest product removal receipts must be completed.
10. Failure to abide by the terms of this contract, and/or attachments made part of, may cause contract cancellation and result in a fine and/or refusal of the issuance of future contracts for up to three years in accordance with the Government-wide Debarment and Suspension Regulations found in 43 CFR 12.100 to 12.150. Failure to abide by the terms of this contract may also result in trespass damages.
11. The Purchaser/Permittee does not have exclusive rights to collection and removal of the product estimated and located on this contract/permit.

12. Dogs trained to locate mature (ripe) truffles, must be used. Dogs may be required to demonstrate the ability to locate ripe truffles prior to issuance of a permit.
13. Only the areas identified by the trained scent dog may be excavated.
14. Only mature (ripe) truffles may be harvested.
15. After a truffle has been harvested, soil will be placed back into the hole, and covered with the displaced forest litter.
16. Soil and inedible portions may be removed from harvested truffles, prior to transport.
17. Purchaser must provide SFP officer with the harvest record of the previous permit before another permit may be purchased.

**OPTIONAL PROVISIONS (check and initial if used)**

- ( ) Unless authorized below, every person involved in the harvesting, or assisting in a work party in any other way, must obtain a separate contract/permit.

Additional authorized individuals are:

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- ( ) I, the purchaser of this contract, have read and understand the attached Special Provisions.

Signed: \_\_\_\_\_

HELP PROTECT YOUR LANDS AND RESOURCES BY REPORTING CRIMES  
 CALL BUREAU OF LAND MANAGEMENT - LAW ENFORCEMENT AT 1-800-333-7283  
 OR  
 YOUR LOCAL BLM OFFICE AT 1-888-484-7244 OR (503) 375-5646 OR  
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 TILLAMOOK CO. SHERIFF AT (503) 815-1911, WASHINGTON CO. SHERIFF AT (503) 629-  
 0111, YAMHILL CO. SHERIFF AT (503) 434-7506

## Special Provisions for "Closed Fire Season"

Issued Under and Made Part of Contract/Permit Number: \_\_\_\_\_

The "**Closed Fire Season**" is that part of the year when fire and machine use is regulated on forest land. The State Forester proclaims the start and end of each closed season. The season generally runs from June through October but varies each year depending on weather conditions - check with the local Oregon Department of Forestry, Bureau of Land Management or U.S. Forest Service office for exact dates.

### **REQUIRED PROVISIONS**

1. **Fire Tools and Fire Extinguishers for Vehicles:** Equip each motorized vehicle (3000 pounds GVW or larger) driven in forest areas for industrial purposes (includes harvesting of all forest products), with one round pointed shovel size 0 or larger, one ax or Pulaski with 26" handle or larger, and one fire extinguisher rated at not less than 4-BC.
2. **Equipment for Chain Saws/Power Saws:** Saws must be equipped with a certified exhaust system to meet exhaust standards established by Oregon Administrative Rules - retains 90 percent of the carbon particles over .023 inch in diameter. The factory installed muffler in good working condition with a standard .023 inch mesh screen meets this requirement. Saws will be inspected free of charge at any Oregon Department of Forestry Office. An 8 ounce or larger fire extinguisher and a shovel size 0 or larger must be kept with each saw when in use. The power saw must be moved at least 20 feet from the place of fueling before it is started and operated.
3. **Smoking:** Do not allow anyone to smoke while working or traveling in forest areas unless they are in an enclosed vehicle or a designated smoking area. A designated smoking area should be a road surface or an area at least 2 feet square with all flammable material removed down to bare mineral soil. A container such as a coffee can containing an inch or two of water for dousing cigarette or cigar butts or pipe ashes should be provided. "In an enclosed vehicle" means that smoking materials shall be kept within the enclosed vehicle passenger space at all times and no ashes, butts etc. shall be disposed of out of any windows doors or other openings.
4. **Action to Control Fires:** Persons must immediately proceed to control and extinguish any fire starting in their harvest operation area while they are operating or which results from their operation. Failure to do so may result in total personal liability for the cost of the fire suppression effort and damages resulting from the fire.

### **ADDITIONAL REQUIRED PROVISIONS FOR COMMERCIAL OPERATIONS**

A commercial operation is defined as any operation where products or services are bartered, traded, or sold. It does not include products harvested for personal use by the harvester or his or her immediate family.

1. **Notification I Permit to Operate Power Driven Machinery:** Obtain a Permit to Operate Power Driven Machinery from the Local Oregon Department of Forestry forest protection office before operating any power driven machinery (including chain saws) on forest land. New permits are required each calendar year. Permits are enforced all year. File a notification of intent to operate with the forest protection office (uses the same form as the permit to operate power driven machinery).

2. **Watchman Service:** A watchman (can be the operator) shall be on duty for 3 hours after the power equipment (including chain saw) is shut down for the day. Watchmen shall be physically capable and experienced to operate fire fighting equipment and have facilities for transportation and communications to summon assistance.
3. **Close downs and Restrictions for Fire Danger:** A four level Industrial Fire Precaution Level (IFPL) system is used by all forest protection agencies to regulate industrial activity during fire season on lands West of the summit of the Cascades. The level of closure is based on the fire danger in the regulated use area in which the operation is located. Additional information on the IFPL in effect at any given time and specific requirements for each level are available from the local fire protection district office.

HELP PROTECT YOUR LANDS AND RESOURCES BY REPORTING CRIMES  
CALL BUREAU OF LAND MANAGEMENT - LAW ENFORCEMENT AT 1-800-333-7283  
OR

YOUR LOCAL BLM OFFICE AT 1-888-484-7244 OR (503) 375-5646 OR  
BENTON COUNTY (CO.) SHERIFF AT (541) 757-6858,  
CLACKAMAS CO. SHERIFF AT (503) 655-8911, COLUMBIA CO. SHERIFF AT (503) 397-1521,  
LINN CO. SHERIFF AT 1-800-884-3911,  
MARION CO. SHERIFF AT (503) 769-3465, POLK CO. SHERIFF AT (503) 623-9251,  
TILLAMOOK CO. SHERIFF AT (503) 815-1911, WASHINGTON CO. SHERIFF AT (503) 629-0111,  
YAMHILL CO. SHERIFF AT (503) 434-7506