

Number

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
MINERAL MATERIAL
NONEXCLUSIVE CASH SALE CONTRACT
(\$2,000 or less for mineral material)**

State:	Date of Sale:
Field Office/District:	
Community Pit/Common Use Area Serial Number:	
Site Name (if any):	
Name of Purchaser (First, Middle, Last)	
Address (include zip code):	

KIND OF MATERIAL	UNITS (CY or TN)	QUANTITY	PRICE PER UNIT (\$)	TOTAL PRICE (\$)
ROAD MAINTENANCE FEE				
RECLAMATION FEE				
		TOTAL PURCHASE PRICE		\$

Purchaser is liable in advance for total price shown above. There will be no refunds. Additional materials will require an additional contract and payment before materials can be removed. This contract is made under the terms of Sec. 1 and the stipulations indicated in Sec. 2 and 3.

Contract Expires 11:59 P.M. – DATE (not to exceed 90 days):	ALL MATERIAL MUST BE REMOVED FROM THE CONTRACT AREA BY MIDNIGHT OF THIS DATE
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Location of Sale (Contract Area):
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RECEIVED AS PAYMENT IN FULL		
ACCOUNT	COUNTY	AMOUNT (\$)
P.D. (5881)		
O & C (5882)		
CBWR (5897)		
Road Maintenance Fee (9110)		
Road Maintenance Fee (9120)		
Reclamation Fee (5330)		

Purchaser certifies that he/she is not considered a minor under the laws of the State in which the lands covered by this contract are located. Purchaser acknowledges that he/she has read and understands the terms and conditions of this contract and any attached provisions.

Signature of Purchaser
Signature of Authorized Officer

SEC. 1 CONTRACT TERMS

- (a) All material in contract area in excess of the authorized quantity is reserved by the United States.
- (b) The quantity of material for removal is a predetermined amount.
- (c) A new contract and payment in advance is required prior to Excavation, Processing and/or Removal of additional units which exceed the authorized quantity.
- (d) Excavation, Processing and/or Removal in excess of the authorized quantity will subject the Purchaser to trespass action.

SEC. 2 GENERAL STIPULATIONS

Removal of all material must be in strict accordance with instructions of the Authorized Officer and the following conditions and requirements:

- (a) No material may be excavated, processed or removed unless it is located within areas designated by the Authorized Officer. Title to material sold under this contract will remain in the United States and will not pass to Purchaser until such material has been removed from the contract area.
- (b) Any property remaining on site after this contract expires, including extracted material, becomes the property of the United States.
- (c) Nothing herein may be construed to relieve the Purchaser from liability for any breach of contract or any wrongful or negligent act or for any violation of any applicable regulation of the Department of the Interior.
- (d) The Purchaser must take such measures for prevention and suppression of fire on the contract area and other United States lands as are required by applicable laws and regulations.
- (e) The Purchaser must dispose of refuse in accordance with instructions of the Authorized Officer.
- (f) If the Purchaser violates any of the provisions of this contract, the Authorized Officer may, by written notice, suspend any further operations of the Purchaser, except such operations as may be necessary to remedy any violations.
- (g) If the Purchaser fails to remedy all violations within thirty (30) days after receipt of the suspension notice, the Authorized Officer may, by written notice, cancel this contract, and take appropriate action to recover all damages suffered by Government by reason of such violation.

SEC. 3 SPECIAL STIPULATIONS**(check appropriate block)**

Attached

- Special Provisions (e.g., from mining/reclamation plan)
- Map(s)
- Other:

are made a part of this contract and must be complied with.

INSTRUCTIONS

1. *Monies collected from the sales of mineral material on Public Domain lands, Oregon and California Grant lands, or Coos Bay Wagon Road lands should be identified as 5881, 5882, or 5897 respectively.*
2. *Road maintenance fees collected on O&C and CBWR lands should be identified to Subactivity 9110 and those fees collected on Public lands to Subactivity 9120. Identify the proper subactivity by crossing out the non-applicable subactivity.*
3. *Fees collected for reclamation of mineral sites on O&C and CBWR lands should be identified to Subactivity 5310, and those fees collected on Public Domain lands to Subactivity 5330. Identify the proper subactivity by crossing out the non-applicable subactivity.*

NOTICE

The Privacy Act of 1974 and the regulations in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this contract.

AUTHORITY: 30 U.S.C. 601, et seq.; 43 U.S.C. 1181a; 43 CFR 5400

PRINCIPAL PURPOSE: The information is to be used to identify the parties entering into a contractual agreement for the disposal of mineral.

ROUTINE USES: (1) Contact applicants about matters pertaining to a contract for the sale of mineral from public lands. (2) Report sales information to Congress pursuant to 30 U.S.C. 601 et seq. (3) Execute a contractual agreement for the disposal of mineral from public lands. (4) Information from the record and/or the record will be transferred to appropriate Federal, State, local and foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION: Providing this information is mandatory to obtain a contract for the disposal of mineral from public lands.