Pursuant to federal law, all states west of the 100th meridian selling federal timber under the Good Neighbor Authority shall adopt regional standards for log painting and branding. States within Regions 1 and 4 will require the purchasers who are logging federal timber under GNA contracts to paint and brand. Most sales will require an average of 10 logs per load.

USE OF TIMBER

(a) This contract is subject to the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 USC 620, *et seq.*).

(b) Except for determined pursuant to public hearing to be surplus, unprocessed timber designated for harvest shall not be exported from the United States nor used in direct or indirect substitution for unprocessed timber exported from private lands by Purchaser or any person as defined in the Act (16 USC 620e).

(c) Timber in the following form will be considered unprocessed:

(i) Trees or portions of trees or other roundwood not processed to standards and specifications suitable for end product use;

(ii) Lumber, construction timbers, or cants intended for remanufacturing not meeting standards defined in the Act (16 USC 620e); and

(iii) Aspen or other pulpwood bolts exceeding 100 inches in length.

(d) Unless otherwise agreed in writing, unprocessed timber designated for harvest shall be delivered to a domestic processing facility and shall not be mixed with logs intended for export.

(e) Prior to award, during the life of this contract, and for a period of 3 years from Termination Date, Purchaser shall furnish to State, upon request, records showing the volume and geographic origin of unprocessed timber from private lands exported or sold for export by Purchaser or affiliates.

(f) Prior to delivering unprocessed timber designated for harvest to another party, Purchaser shall require each buyer, exchangee, or recipient to execute an acceptable agreement (Domestic Processing Form) that will:

(i) Identify the Federal origin of the timber;

(ii) Specify domestic processing for the timber involved;

(iii) Require the execution of such agreements between the parties to any subsequent transactions involving the timber;

(iv) Require that all hammer brands and/or yellow paint must remain on logs until they are either legally exported or domestically processed, whichever is applicable; and

(v) Otherwise comply with the requirements of the Act (16 USC 620d).

(g) No later than 10 days following the execution of any such agreement between Purchaser and another party, Purchaser shall furnish to the State a copy of each such agreement. Purchaser shall retain, for 3 years from Termination Date, the records of all sales, exchanges, or dispositions of all Timber designated for harvest. For breach of this Section, State may terminate this contract and take such other action as may be provided by statute or regulation, including the imposition of penalties. When terminated by the State under this Section, the State will not be liable for any Claim submitted by Purchaser relating to the termination.

BRANDING AND PAINTING REQUIREMENTS

For sawtimber products being delivered to manufacturing sites within Region 1 and 4 –
Ten (10) sawtimber logs on each loaded log truck, that are greater than seven (7) inches d.i.b that are eight (8) feet or more in length and one-third (1/3) or more sound will be painted with highway yellow paint and branded with a hammer brand identifying the timber sale from which the log was removed. Each paint spot must be not less than three (3) square inches in size. The brand and paint marks must be on the same end of the logs. The hammer brand will be assigned/registered by the State selling federal timber, in coordination with the appropriate Forest and Region.

For sawtimber products being delivered to non-manufacturing sites within Region 1 and 4, including sort yards, reloads and collection sites –
All Sawtimber logs on each loaded log truck, that are greater than seven (7) inches d.i.b that are eight (8) feet or more in length and one-third (1/3) or more sound will be painted with highway yellow paint and a single-end brand identifying the timber sale from which the log was removed. The brand and paint marks must be on the same end of the logs. Each paint spot must be not less than three (3) square inches in size. The hammer brand will be assigned/registered by the State selling federal timber, in coordination with the appropriate Forest and Region.

Log and Load Identification Operating Procedures.

a. If mule trains or truck/pup combinations are used, each bunked load stands on its own and these requirements will apply to each unit. If a flatbed stake trailer is used, each bundle will be treated as a separate unit.

b. Bucking of broken-ended logs on the sale area to furnish a branding surface will not be required.

c. Purchasers of Idaho timber sales will have to register their brands with the State Board of Scaling Practices at Coeur d'Alene, Idaho. Timber purchasers already having brands registered with the State of Idaho may use these brands on Forest Service timber sales, when approved in advance by the State Forester. The same applies to purchasers of Montana sales destined to be processed in Idaho.

d. Branding and painting of non-sawtimber logs is not required.