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CUF

COMMUNITY & URBAN FORESTRY

MARKETING YARD TREES

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Trees have played an important role in the history of mankind. Early man relied upon trees for shelter, a source for heating, food, inspiration, and general pleasure. Today, humans rely upon trees for similar needs.

Trees are found everywhere! In forests, parks, along streets and rivers, in open fields and yards. Some trees, by nature, have a tendency to grow tall and straight, some short and fat, and some with multiple stems. Some species of trees prefer to grow along creeks or in wetlands, some prefer high and dry sites, while others grow in a wide range of conditions. Some have deep root systems with a taproot, while others have a shallow root system. All species do best when growing in a natural forested condition.

They come in many kinds of shapes, sizes, and species. Indiana has over 100 tree species native to this state. Most species of trees have a commercial timber value for lumber and/or veneer. Their value can vary dramatically based upon location and tree condition, species and quality.

Can yard trees be sold?

Individual property owners may be able to market and sell yard trees. But, in order to interest licensed timber buyers, the trees need to be the higher market value species such as Oak, Black Walnut, Black Cherry, or Sugar Maple. Inherently, they are the most valuable of all species. Typically, most people interested in selling yard trees only have one or two trees to sell. Economics dictate that in order for a timber buyer to be interested in purchasing a yard tree(s), the tree or trees must have value in excess of the purchase cost for the timber buyer to bring equipment (log truck, skidder, and loader) to the property, cut the log, haul the log(s) to a mill, pay the landowner for the tree(s) and still make a profit off the end product.

Know the facts before attempting to sell yard trees

As a general rule, woods grown trees are more valuable than open grown trees. Yard trees tend to have short boles, large crowns, and are subjected to human pressures such as nails being affixed to the bole of the tree, mower and weed whip damage to the base of the tree, or wire fences and clothes lines. They are less resistant to the natural elements such as wind or lightning damage. Often, a yard tree is difficult to get to. There may be structures, power lines, and other obstacles in the way that would hamper cutting and removal.

Before making a call to a licensed timber buyer, the potential seller must:

- ✗ Know the tree species. Consult a tree identification book to identify the tree.
- ✗ Know the tree's circumference. Measure with a household tape and convert inches to Diameter at breast height (DBH). To do this, measure the circumference and divide by pi (3.1416). Measure the tree at 4 1/2 feet (DBH) above the ground.
- ✗ Know the height of the tree. With a yardstick, pace 50 ft. on a parallel plane. Hold the stick 25 inches out parallel to the tree. Every inch represents 2 ft. of height.
- ✗ Know if the location of the tree is one that large, heavy tree harvesting equipment can get to. What structures and infrastructure are in the path of the tree's removal? Is there a septic system, structures, other trees and plants, power lines, underground pipes? It is expensive to transport and run harvesting equipment. The tree must be easy to get to.

In addition, the quality of the tree must be considered. Usually, the bigger the diameter of the tree, the longer the length of the bole. The fewer defects on the bole, the more valuable the tree. Trees must be at least 16 inches DBH to have commercial timber value.

After you have assessed the tree quality, species, size, and location, you can begin a search for a licensed timber buyer. At the same time, you need to identify the tree or trees you wish to sell. With a can of aerosol paint, mark the base of the tree(s).

Finding a timber buyer

By law in Indiana, only a licensed timber buyer can buy trees. The IDNR, District Forester in your area has a list of potential timber buyers who are sometimes interested in purchasing excellent quality yard trees. To find out who the District Forester is for your region, call 317-232-4105 or visit the Division of Forestry (DoF) website at www.state.in.us/dnr/forestry. Whenever possible, multiple bids should be obtained for the sale.

After you find a timber buyer

After a bid is accepted or a buyer procured, a Timber Sale Contract must be signed by the Seller and the Buyer. There is a sample contract enclosed with this packet. Certain steps need to be followed to ensure that the harvest goes smoothly for all parties concerned.

Make sure you understand exactly how much you will receive, and collect it before the tree is cut.

Make sure the people who buy the trees are insured for property damage and liability. Timber buyers will not remove the stump and seldom remove the tops of harvested trees. This is the responsibility of the landowner who can cut it into firewood, leave it to decompose, or to provide wildlife habitat.

- Make sure you and the buyer have signed the contract.

Removing non-marketable trees

Tree care companies can be contracted to cut down trees that have no commercial timber value. Once the tree is down and if you want lumber from it, a portable sawmill operator can be hired to mill the logs and stack the lumber. Contact your District Forester for a list of portable sawmill operators. If you do not want the timber, the tree care company will either leave the log, or for an extra fee, they will cut it up for firewood. Most do not haul it away.

When hiring a tree care company or an arborist:

Make sure that they are insured for property damage and liability.

Try to hire a company who has Certified Arborists working for them. Call the Community and Urban forestry office at 317-915-9390 for a list of Certified Arborists in your area or connect to <http://www2.champaign.isa-arbor.com>.

In summary

Yard trees can be marketed to licensed timber buyers if they are the high quality species of Black Walnut, Oak, Black Cherry, and Sugar Maple. The trees must be of high quality and in an easily accessible area for harvest. As a general rule, they must have a DBH of 16 inches or greater. All of the above must be in place before a licensed timber buyer will consider purchasing a yard tree.

Definitions:

Bole-That part of the tree containing usable wood fiber for lumber or veneer. Also known as the trunk of the tree.

Commercial timber value-The dollar value of the tree (s) standing on your property that a licensed timber buyer would pay you for that tree(s).

Diameter at breast height (DBH) - DBH is the diameter outside bark of the trees in inches 4.5 feet above the ground.

District Forester-An employee of the IDNR, Division of Forestry who provides professional forest management services.

Licensed Timber Buyer-a person engaged in the business of buying timber from timber growers for sawing into lumber, processing, or resale, but does not include a person who occasionally purchases timber for sawing or processing for his own use and not for resale.

References

Marketing Timber-Purdue FNR-111
Timber Marketing-IDNR, Forestry
Why Hire an Arborist, International Society of Arboriculture

Websites

IDNR, Division of Forestry, www.state.in.us/dnr/forestry
International Society of Arboriculture, <http://www2.champaign.isa-arbor.com>
Purdue University Extension, <http://www.agriculture.purdue.edu/fnr/Extension/extension.html>
Tree Link, <http://www.treelink.org>
United States Forest Service, <http://www.na.fs.fed.us/spfo/pubs/alpha.htm>

TIMBER SALE CONTRACT

Note: Seller and Buyer should initial and date each page of a multiple page contract!

Contract entered into this _____ day of _____ 20____,
by and between _____ of _____,
Indiana hereinafter called the Seller, and _____
hereinafter called the Purchaser, WITNESSETH:

1. The Seller agrees to sell and the Purchaser agrees to buy for the total sum of _____ Dollars (\$ _____) under the conditions set forth in this contract all the standing timber marked for cutting upon an area of approximately _____ acres in the (Subdivision) _____ of _____ Section _____ TWP _____ R _____, County, Indiana on land owned and recorded in the name of _____.

The location of the area can further be described as follows:

_____.

The Purchaser further agrees to pay to the Seller the sum of _____ Dollars (\$ _____) payment to be made in accordance with the following schedule:

_____.

The Purchaser further agrees to post a performance bond of _____ Dollars (\$ _____) with _____.

2. The Seller further agrees to dispose of the timber conveyed in this contract in strict accordance with the following conditions:

- a. All trees to be included in this sale will be marked as follows:

_____.

SAMPLE SAMPLE SAMPLE SAMPLE SAMPLE

- b. No concurrent contract involving the area or period covered in this contract has been or will be entered into by the Seller without the written consent of the Purchaser.
 - c. The Purchaser and his/her employees shall have access to the area at all reasonable times and seasons for the purpose of carrying out the terms of this contract.
 - d. The Seller covenants that he is the lawful owner of the above timber and that no indebtedness or encumbrance exists against the same.
 - e. Other Conditions: (examples – stoppage for wet weather, protection of adjoining agricultural crops, hunting season, etc.)
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- 3. The Purchaser further agrees to cut and remove the timber conveyed in the contract in strict accordance with the following conditions:
 - a. Unless and extension of time is agreed upon in writing between the Seller and Purchaser, all timber shall be paid for, cut and removed on or before and not later than the _____ day of _____ 20 ____, and any material no so removed shall revert to the Seller.
 - b. Only marked trees may be cut, but the Purchaser shall retain the right to leave standing such marked trees as he/she may consider not containing merchantable material worth removing from the area.
 - c. Unmarked trees and young timber shall be protected against unnecessary injury from gelling and logging operations.
 - d. Necessary logging roads shall be cleared by the Purchaser only after their locations have been definitely agreed upon with the Seller or his/her representative.
 - e. During the life of this contract and on the area covered, care shall be exercised by the Purchaser and his employees against the starting and spread of fire and they shall take reasonable precautions to prevent and control fires.

SAMPLE SAMPLE SAMPLE SAMPLE SAMPLE

- f. Fences damaged or destroyed by the Purchaser in the logging or removal of timber included in this contract shall be repaired or replaced by the Purchaser to the condition existing at the time the logging begins.
- g. Any liability for damage, destruction, or restoration of private or public improvements occasioned by or in the exercise of this contract shall be the sole responsibility of the Purchaser.
- h. Other conditions: Examples would be the following:
 - All marked trees will be felled.
 - Tops of trees marked for sale are property of Seller/Purchaser.
 - All litter/garbage created by loggers is the responsibility of the purchaser and is to be picked up weekly.
 - Specifically identified plantings, streams, special trees, wildlife areas, etc. are to be avoided by the logger.
 - All main logging roads and skid trails will be graded and water barred before termination of this contract.
- 4. The Purchaser hereby agrees to protect, indemnify, and save harmless the Seller from any and all liability for personal injuries, death and/or property damage suffered or incurred by any person in connection with the Purchaser's performance of this contract. The Purchaser also agrees to furnish insurance of the following types and amounts: (examples – liability & workmen's compensation)

- 5. Seller and purchaser mutually agree as follows:
 - a. All modifications of this contract will be reduced to writing, dated, signed, and witnessed, and will be attached to this contract.
 - b. Resale of any portion of the standing timber conveyed by this contract will not release the Purchaser from all the terms of this contract unless the Seller signs a written release.
 - c. The total number of trees conveyed is _____, composed as follows: _____.

SAMPLE SAMPLE SAMPLE SAMPLE SAMPLE

- d. In case of dispute over the terms of this contract, final decision shall rest with a reputable person to be mutually agreed upon by parties to this contract, and in case of further disagreement, with an arbitration board of three persons, one to be selected by each party to this contact and the third to be selected by the other two.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

WITNESS:

(Purchaser)

(Licensed Timber Buyers Number)

WITNESS:

(Seller)
