

**Agreement for Consumer Scale between the
County of Beltrami
And**

In accordance with the provisions of Minnesota Statutes, Section 282.04, the County of Beltrami, by its Director of Resource Management / Land Commissioner, and the above named consumer hereby agree as follows:

- I. Consumer hereby agrees to scale timber cut under the authority of a Beltrami County timber permit and delivered to consumer according to the conditions in this paragraph. Consumer shall:
 - a. Scale only that timber which the County has authorized to be scaled as shown on the Sale Permit entered into between the County and the permittee and all other conditions and restrictions on this form which contributes to the processing of timber loads under the consumer scale system.
 - b. **Must maintain Consumer Scaler Agreement with bond with the State of Minnesota**
 - c. Accept only those loads of County origin wood that have the *Permit Number, Designated Consumer Entered (written or stamped) and time, date, species and volume* on the load ticket consumer stub.
 - d. Request and verify identification (timber load marked with contract or sale number) of all County origin wood delivered to their scaling points for scaling purposes and to reject any loads not identified.
 - e. Allow County authorized personnel to check scale loads of timber at the consumer's scaling points.
 - f. Furnish to the County, upon demand, all information regarding any county timber permit on which consumer scaling has been authorized or performed.
 - g. Forward all consumers' scale reports of county timber with the attached load ticket stub to the Land Commissioner's office within a **maximum time of two weeks**. Provide all scale report information in cords, bolts, and MBF or weight measurement. Wood buyers are to return a copy of the scale slip from point of scaling.
 - h. Maintain record systems, which clearly establish the clearance and processing of all County forms regarding consumer scaling.
- II. The consumer hereby stipulates the following special regulations under which it will accept Delivery Agreements for Consumer Scaling:

Beltrami County agrees to recognize the foregoing special limitations and County personnel will not process Delivery Agreements for Consumer Scaling, which is contrary to these limitations.
- III. The County retains the right to refuse consumer scale reports if check scaling indicates inaccurate scaling by consumer.
- III. Either party may terminate this agreement upon 30-day written notice.
- IV. The County may terminate this agreement immediately upon written notice for violation of any of its terms or conditions.

In witness whereof, the parties have entered into this agreement on the _____ day of _____, 20_____.

Approved by:

Consumer Representative

Beltrami County Land Commissioner

Beltrami County Board Chair

Addendum to the Agreement for Consumer Scale

(When the consumer is also a permittee)
Between
The County of Beltrami
And

In the event the consumer identified in the Agreement for Consumer Scale, of which this Addendum is made a part, is also a state timber permittee, consumer shall scale the timber covered by those county timber permits only under the following conditions:

- A-1 The consumer/permittee shall not scale timber from any county permit it holds unless such timber has been cut and skidded by an independent producer. For the purposes of this addendum an independent producer which means a person, partnership, corporation, or other legal entity which has contracted with the consumer / permittee to log the county permit for a consideration based upon the amount of timber delivered to the consumer / permittee, and excludes any person, partnership, corporation or other legal entity in which the consumer has any economic interest.
- A-2 If the consumer or independent producer violates any of the terms of the Agreement for Consumer Scale or this addendum, the Land Commissioner may cancel or suspend all county permits held by the consumer / permittee which are being logged by that independent producer.

In witness whereof, the parties have entered into this agreement on the _____ day of _____, 20__.

Consumer Representative

Beltrami County Land Commissioner