

LUMBER SUPPLY CONTRACT.

KNOW ALL MEN BY THESE PRESENTS:

This contract is made and entered into by and between **BTRCDAI Retail and Sale Lumber Dealer** as entity duly existing and by virtue of the laws of the Philippines with business address located Purok 6, Brgy. Umalag, San Miguel, Surigao del Sur represented by **ARNOLD M. ACEBEDO** in his capacity as **OWNER/PROPRIETOR**, herein referred to as the **BUYER**

and-

Sitio Wilderness Farmers Community Association (SWIFCA) Inc. represented by **PO Chairman MANUEL E. BAYONG**, Filipino Citizen, of legal age, married and a resident of Barangay Mt. Carmel, Bayugan City, Agusan del Sur, hereinafter referred to as the **SUPPLIER**

WITNESSETH

WHEREAS, the **SUPPLIER** is a holder of CBFMA No. 71017 with affirmed Community Resource Management Framework (CRMF) and approved Five Year Work Plan (FYWP) with an area of 1,909.0 hectares located at Sitio Wilderness, Brgy. Mt. Carmel, Bayugan City, Agusan del Sur. The PO SWIFCA has an affirmed and approved CRMF and FYWP dated January 28, 2022 with a volume of 20,550 cubic meters with an area of 137 hectares Year 3 of matured planted **Falcata, Gmelina and Mahogany** lined up CY 2024 and that CBFMA holder has not been committed any violation against pertinent DENR laws, rules and regulations and has the capacity to supply as indicated below, to wit:

A. Allowable Cut Volume	- <u>20,550.0 cu.m.</u>
B. Committed Volume	- <u>2,200.0 cu.m.</u>
C. Previous Commitments	- <u>NONE</u>
D. Available Balance	- <u>18,350.0 cu.m.</u>

WHEREAS, the **BUYER** is a Lumber Dealer with business address located at Purok 6, Brgy. Umalag, San Miguel, Surigao del Sur has not violated pertinent DENR laws, rules and regulations;

WHEREAS, the **SUPPLIER** is willing to supply to the **BUYER** of **250 cu.m (106,000.0 bd.ft.) Falcata** lumber, **250 cu.m. (106,000.0 bd. ft.) Gmelina** lumber and **1,700 cu.m. (720,800.0 bd.ft.) Mahogany** lumber or a total volume of **2,200.0 cu.m (932,800.0 bd.ft.)** as may be required or necessary for the latter's Lumber Dealer and Wood Working Supply/**BUYER** is willing to purchase from such available volume of lumber.

THAT the deliveries of lumber under this contract shall be adequately covered by supporting documents issued by the DENR and other government agencies and the quality shall conform to the specific order of the buyer.

THAT both **SUPPLIER** and the **BUYER** agreed to the following terms as to pricing and mode of payment of the delivered logs, to wit:

Market Price	:	<u>Prevailing Market Price</u>
Mode of Payment	:	<u>Cash on Delivery</u>

THAT it is hereby understood and agreed by both parties that the supplier shall not be held liable and/or responsible for any omission and/or delay in the performance of its obligation under this contract cause by or arising from **FORCE MAJEURE** or **ACTS OF GOD** and other fortuitous events.

That both parties further agreed that:

1. The DENR shall not be made a party to any breach arising from non-performance of the obligations stipulated in this contract by any of the contracting parties.
2. Any founded violations against pertinent DENR laws, rules and regulations committed by either of the contracting parties shall be sufficient cause for the cancellation of this contract;

CERTIFIED TRUE COPY
FROM THE ORIGINAL DOCUMENT

[Signature]
HAYDEE C. CABEROS

AAVI/Acting Records Officer

DATE: 10 JUL 2021

3. The agreement shall be subject to other pertinent DENR laws, rules and regulations governing the matter.
4. This agreement is valid for one (1) year or upon completion of the delivery of a specified volume of 2,200.0 cu.m. of Falcata, Gmelina and Mahogany lumber effective immediately upon its approval by the DENR and automatically deemed earlier terminated when the volume herein contracted to be supplied and purchased shall be exhausted, whichever comes first.

IN WITNESS WHEREOF, the parties have hereunto affixed their signature this _____ day of _____ 2024 at _____.

**SITIO WILDERNESS FARMERS
COMMUNITY ASSOCIATION (SWIFCA) INC.**
Supplier: CBFMA Holder

By:

MANUEL E. BAYONG
PO-Chairman

**BTRCDAI RETAIL SALE AND
LUMBER DEALER**

Buyer

ARNOLD M. ACEBEDO
Proprietor

RECOMMENDING APPROVAL:

NORMAN A. ASUGAN
OIC, PENR Officer
Office In-charge, CENRO Bayugan City



APPROVED BY:

MARITESS M. OCAMPO
OIC, Regional Executive Director
ARD for Technical Services
In Concurrent Capacity

Witnesses:

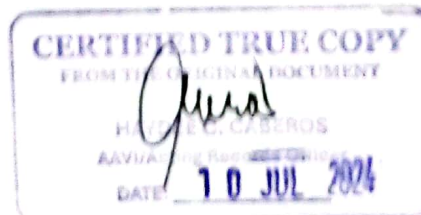
REPUBLIC OF THE PHILIPPINES)
City of _____ : S.S.
Province of _____)

BEFORE ME, a Notary Public for and in the City of _____, Philippines, this _____ day of _____ and _____ with Community Tax Certificate No. _____ issued at _____ on _____ and _____ with Community Tax Certificate No. _____ issued at _____ on _____ both known to me that the same is their free and voluntary deed.

This instrument consists of two (2) pages including this page wherein acknowledgement is written and has been signed by the parties and their instrument witness.

WITNESS MY HAND AND SEAL at the place and date first above written.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2024



Notes: The approving officer shall be free from any liability, criminal and/or otherwise in the event of breach of contract between the two (2) contracting parties.