

Attachment III

Waiver of Claims – this language is to be included in any mutual agreement for cancellation of timber sale contracts.

“The Purchaser specifically and expressly agrees that in exchange and as consideration for this cancellation, any and all claims against the Government, including contracting officers, actors, assigns, etc., are hereby waived; including, but not limited to, claims for damages of any kind, including, but not limited to, money damages that have heretofore accrued based on an alleged breach of any duty to Purchaser whether express or implied, or due to delays in performance caused by authorized suspensions issued pursuant to Sec. 41 Special Provisions of the contract.

Purchaser specifically and expressly agrees that this waiver includes, but is not limited to, claims that; (1) the Government's pre-award conduct, including but not limited to compliance with law, regulation, or Bureau policy in preparing the timber sale decision, constituted a breach of any duty, express or implied, to Purchaser; (2) the Government's conduct in auction and award of the sale constituted a breach of any duty, express or implied, to Purchaser; (3) the Government's conduct in issuing any suspensions on this sale constituted breach of any duty, express or implied, to Purchaser; (4) the Government's conduct during any suspensions on this sale constituted a breach of any duty, express or implied, to Purchaser; (5) the Government's conduct before, during, and after litigation affecting operation of this sale, including but not limited to litigation defense, and any court finding that the Government's timber sale decision for this sale violated law, constituted a breach of any duty, express or implied, to Purchaser; or, (6) the Government's conduct before, during, and after entering into this mutual cancellation constituted breach of any duty, express or implied, to Purchaser.

Purchaser specifically and expressly agrees that this provision extends to claims, including claims for money damages, based on effects to the operations of the sale that arise from the conduct of another agency, including but not limited to litigation involving or affecting that agency. Purchaser specifically and expressly agrees that this provision not only constitutes a waiver of any and all claims, including claims for money damages, that it has or may have against the Government for delays based on alleged breach of any duty, expressly or implied, to Purchaser; but also, that Purchaser specifically and expressly agrees that this waiver of claims is being voluntarily granted in exchange and as consideration for this cancellation; and, as such, constitutes an accord and satisfaction of any claims as described above that Purchaser may have against the Government. Purchaser agrees that under no circumstances will the Government be liable to Purchaser for any money damages due to any delay in performance caused by authorized suspensions issued pursuant to Sec. 41 Special Provisions of the contract or this cancellation.”