



CITY OF WEED

550 Main Street
P. O. Box 470
Weed, CA 96094

(530) 938-5020
(530) 938-5096 (FAX)

www.ci.weed.ca.us

DISPOSITION OF TREES AGREEMENT

[For Providing Hazardous Tree Removal on Private Property]

I, _____(Owner), agree to allow the City of Weed, its officers, employees, agents, contractors and subcontractors (City), to enter upon Owner’s property commonly identified as _____ City of Weed (Property), subject to all licenses, easements, encumbrances, and claims of title affecting the Property upon the following terms and conditions:

1. Inspection of Hazardous Trees. Owner hereby grants the City access to inspect trees and determine if any hazard trees are present. It is fully understood that this Agreement does not create any obligation on the City to perform inspection or removal of hazards trees. Owner understands that the City will undertake no tree removal until this Disposition of Trees Agreement is signed.
2. Hazard Trees. Trees identified by a Certified Arborist as dead or dying are considered hazardous and will be cut down through this Agreement. These trees constitute a hazard to the public, health, safety and welfare.
3. Disposition of Trees. The Owner must choose from the following for the disposition of their hazard trees on their property:

_____ Fall tree(s) and remove from property. The owner will not receive reimbursement for the value of the timber or trees removed from their property.

_____ Fall tree(s) and leave on the property and owner will be responsible for disposition.

_____ Fall tree(s) and cut for use as firewood (less than 18 inches).

_____ I will be responsible for the removal of any hazard trees from my property.

Note: Tree stumps will not be removed.

4. Hold Harmless. City shall not be held liable for, and Owner shall indemnify and hold harmless the City, the County of Siskiyou, the State of California, California Governor’s Office of Emergency Services (Cal OES), California Environmental

Protection Agency (Cal EPA), California Department of Resources, Recycling and Recovery (CalRecycle) and any of their officers, agencies, agents, contractors, subcontractors, employees and volunteers, against any and all claims, deductibles, self-insured retentions, demands liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, personal injury, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to actions arising out of this Agreement, and hereby release, discharge and waive any claims and action, in law or equity, arising therefrom.

5. No City Assumption of Liability for Tree Removal. In consideration of the assistance City is providing to Owner under this Agreement at no cost to Owner, City assumes no liability or responsibility, and Owner shall not seek to recover from City, the County of Siskiyou, the State of California, Cal OES, Cal EPA, CalRecycle or any of their officers, agencies, agents, contractors, subcontractors, employees and volunteers, the costs of any remediation of damages to the Property incurred due to action taken pursuant to this Agreement.
6. City Agents. Any person, firm, or corporation authorized to work upon the Property by the City shall be deemed to be City agent, including but not limited to the State of California, Cal OES, Cal EPA, CalRecycle and shall be subject to all applicable terms hereof.
7. Authority. If Owner has a designated agent that can act on their behalf and the agent has full power and authority to execute this Agreement on behalf of Owner, to bind Owner, and to fully perform Owner's obligations under this Agreement pursuant to Owner's governing instruments, without the need for any further action, that the person(s) executing this Agreement on behalf of Owner are the duly designated agents of Owner and are authorized to act on its behalf, and that fee title to the Property vests solely in Owner.
8. Entire Agreement. This Agreement constitutes the entire discussion between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.
9. Modification. The provisions of this Agreement may not be modified except by a written instrument signed by both parties.
10. Partial Invalidity. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby if this Agreement's primary purpose(s) can be carried out. Each provision hereof shall be valid and enforceable to the fullest extent permitted by law.
11. Successors & Assigns. This Agreement shall bind and benefit the parties and their successors and assigns, except as may otherwise be provided herein.
12. Notices. Any notice required hereunder shall be provided as follows:

For the City:

Name: Ron Stock
Department: City Administrator
Address: PO BOX 470 Weed, CA 96094
Phone: 530-938-5020
Email: stock@ci.weed.ca.us

For the Owner:

Name: _____
Address: _____
Phone: _____

IN WITNESS WHEREOF, Owner and City have executed this Agreement effective as of _____
(date).

<p>CITY: City of Weed, A municipal corporation</p> <p>By: _____</p>	<p>OWNER: _____</p> <p>By: _____ (signature)</p> <p>Phone #1: _____</p> <p>Phone #2: _____</p> <p>Email: _____</p>
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Special Instructions: