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

Historic Lumber Town
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 
voluteers, 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.wear.de.us

For the Owner:

Name: _____________________
Address: _____________________
Phone: _____________________

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

CITY: City of Weed, A municipal corporation
By: _____________________

OWNER: _____________________
By: _____________________
( signature)
Phone #1: _____________________
Phone #2: _____________________
Email: _____________________

Special Instructions: