

Agreement regarding Removal of Trees from Borough Property

1. The undersigned has requested to enter onto City and Borough of Yakutat ("Borough") property to fell and remove _____ [insert #] tree(s).

2. The legal description of the Borough property is as follows:

3. The parties have jointly identified and marked the tree(s) which are to be felled and removed from Borough property.

4. The Borough hereby gives consent to the undersigned, and the undersigned's contractors, employees, representatives and/or agents, to enter onto the above-described property solely for the purpose of felling, cutting up and removing the identified trees. The work shall be conducted only on _____ [insert date(s)], and work shall be conducted only after 8:00 a.m. and before 6:00 p.m. The undersigned agrees to comply with all necessary and required safety rules and regulations in connection with the undersigned's activities on Borough property.

5. The identified trees shall be felled so as to leave no stump protruding from the ground. Once felled, the trees shall be cut and split to a size that is usable by the burner located at the Yakutat Senior Center. All cut wood shall be immediately delivered to the Senior Center, and all other tree remnants immediately removed from the property. The undersigned shall neither create nor leave behind any safety hazard on the property.

6. The activities to be performed by the undersigned shall be at no charge to the Borough, and the undersigned is solely responsible for payment to any contractor, employee, representative and/or agent who performs services on behalf of the undersigned.

7. The undersigned agrees to defend, indemnify and hold harmless the Borough, and all employees, officers, representatives and agents of the Borough, from any and all claims, demands, suits, judgments, liabilities, penalties and costs (specifically including attorney fees incurred in investigating same) for loss, injury or damage, including but not limited to property damage, personal injury, wrongful death, and wage or employment claims, arising out of or in any way related to this Agreement or the activities conducted upon the Borough property under this Agreement by the undersigned or any employee, agent, representative, or contractor of same.

Printed Name: _____

City and Borough of Yakutat

Signature: _____

Dated: _____

By: Jon Erickson, Borough Manager

Dated: _____