

Right of Entry (Temporary) Agreement - Fuels Reduction

Permission is hereby granted neighboring property owner/ representative, to enter upon your land for vegetation fuels reduction pursuant to the requirements of the South Lake Fire Safe Council's goal of assisting to create property's that are CCR Title 14, and PRC 4291 compliant.

This is not a request for a permanent easement and / or right of way, and this permission will automatically terminate upon completion of the work described below on or by:

DATE:

Day

Year

The intent of the Right of Entry for Fuels Reduction is to give mutually agreeable neighboring property owners a process to enter on another's property to do fuels reduction and have it memorialized so as not to trespass on neighbor's property, but to enter the owner's private property with the owner's permission.

The "Hold Harmless" provision in this Right of Entry (Temporary) for Fuels Reduction is an agreement between the property owners / representatives whereby both parties agree not to hold the other party responsible for any loss, damage, or legal liability that may arise during the process of fuels reduction.

HOLD HARMLESS AGREEMENT – Property Owners / Representatives

- 1. Property owner agrees to HOLD HARMLESS neighboring property owner / representative whom will facilitate fuels reduction to protect the neighboring property owner's property. No expense to property owner.
- 2. Neighboring property owner/ representative agrees to HOLD HARMLESS property owner where they will facilitate the fuels reduction. Fuels reduction work completed by the Neighbor, will be at the Neighbors expense, not the Owner.

<u>1. Property owner where the fuels reduction will occur:</u>

Month

Owners Name:	Owners Signature:	
Owners Property Physical Address:		
Owners Contact Number:	Owners E-mail:	
2. Neighboring property owner who will facilitate fuels reduction:		
Neighbors Name:	Neighbors Signature:	
Neighbors Physical Address:		
Neighbors Contact Number:	Neighbors E-mail:	

www.southlakefiresafecouncil.org

INDEMNIFY / HOLD HARMLESS PROVISION – South Lake Fire Safe Council

Property Owners / Representatives shall defend, indemnify and hold the South Lake Fire Safe Council, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the County. The provisions of this section shall survive the expiration or termination of this Agreement. By signing this section I agree to term and conditions of this hold harmless agreement.

Property Owner's Signature where fuels reduction will occur:

Neighbor's Signature who will be facilitating fuels reduction: ______

Description of fuels reduction neighbor is requesting to facilitate on property owner's property. Check all box's that apply.

- □ Tree trimming
- □ Tree or Tree's Removal
- □ Annual Grass Cutting
- □ Brush Removal and or Reduction
- □ 30 feet of fuels modification
- □ 70 feet of fuels modification
- □ 100 feet of fuels modification
- Additional details, please describe:

Provide Sketch (not to scale):

RECOMMENDED FOR APPROVAL: BY:	DATE:	

Each time you want to request a **Right of Entry for Fuels Reduction**, you must mail this completed document to the address below. The person wanting to do the fuels reduction referred to as the Neighbor, shall pay the \$30.00 Annual Membership Donation for the SLFSC to process this Agreement to be processed. For your first request of the year, mail in your **SLFSC Annual Membership Application Form** and a \$30.00 Annual Membership Donation.

□ Make your Membership Donation check payable to: South Lake Fire Safe Council

□ Mail your Membership Donation check and this form to <u>SLFSC, Box 1773, Middletown Ca. 95461</u>