**PERMISSION TO ENTER PREMISES TO PERFORM EVALUATION**

I/We the undersigned landowner/authorized agent, hereby represent that we are owners/authorized agents of the property described herein and hereby grant permission for personnel of North Tooele Fire District (the “District”), or any other entities who are officially performing work on behalf of The District, to enter my/our private land and assess the property for participation in the North Tooele Fire District Wildfire Risk Reduction program during the period of .

If The District and undersigned landowner(s) determine that the property is appropriate for

inclusion in the fuel mitigation program, “the Permission to Enter Premises and Perform Work” section of this document (below) will be executed before any work is performed.

DATED this day of , 20 .

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_LANDOWNER or AGENT

**PERMISSION TO ENTER PREMISES AND PERFORM WORK**

I/We the undersigned Landowner/authorized agent hereby represent we are the owners/authorized agents of the property described herein and hereby grant permission for personnel of North Tooele Fire District (the “District”), or any other entities who are officially performing work on

behalf of The District, to enter my/our property located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

and assess the property for participation in the North Tooele Fire District Wildfire Risk Reduction program during the period of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Having consulted with a District representative about potential actions on our property in relation to hazardous fuel reduction and being in agreement with what has been proposed, I/we grant permission to District personnel, its authorized agents, or hired entities to enter our property identified above for purposes of performing the work agreed upon. Post project maintenance pursuant to the proposed alternatives have been clearly explained and I/we will perform to the best of our ability those requirements as outlined in the scope of work (if applicable) or work plan described below. As landowner(s) I/we understand and acknowledge that this project does not guarantee that structures or property will be free from damage or destruction in a fire. I/We further understand that the District, its authorized agents, or hired entities will make every effort to adhere to the agreed upon scope of work or work plan. I/We hereby release and waive any liability against the District, its authorized agents, or hired entities and their employees and agents for any damage if it was caused during their good faith efforts to comply with the attached scope of work or work plan.

The District, its authorized agents, and hired entities acknowledges and agrees that it has assumed the sole obligation and duty to provide a safe workplace for its employees on the landowners’ property and agrees that landowner(s) have no responsibility therefore. The District agrees to defend, indemnify and hold harmless landowner(s) from and against all claims, losses, liability and suits for injury or damages which may be brought by employees or contractors of North Tooele Fire District or its subcontractors against the landowner, except for claims, losses, suits or damages resulting from or arising out of the sole negligence or willful misconduct of landowner(s).

I/We understand that participation in this program is voluntary and can be terminated at any time for any or no reason including taking action inconsistent with this program. My/Our Participation is not intended to interfere with real property rights, nor have I/we agreed to set aside the project area in perpetuity for inclusion in the North Tooele Fire District Wildfire Risk Reduction program.

DATED this day of , 20 .

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ LANDOWNER

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DISTRICT AGENT/AUTHORIZED CONTRACTOR

**ATTACH SEPARATE WORKPLAN**

**Project Implementation and Reimbursement Agreement**

Landowner:

Address: Phone:

This is an attempt to set up a reimbursement agreement in regards to the

 project that we have been planning. As discussed, I would like to propose that you be held liable for % of the total costs associated only with the portion of the project that affects your property. North Tooele Fire District intends to seek out a contractor for this project.

The approximate and anticipated cost of the work to be completed is . The approximate and anticipated timeline for the work to be conducted is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Once the project is completed to specification, an invoice will be submitted to the North Tooele Fire District. I will calculate your share of the bill and will submit an invoice request to you from the North Tooele Fire District.

North Tooele Fire District’s interest in this project is for the primary purpose of reducing the amount of heavy fuel loading on your property which has the potential to be a fire hazard. We assume no liability for any damage or disagreeable outcome resulting from the work that we are having completed on your behalf. You have the right to consult with your own legal counsel before signing this document. If you agree to all terms herein please sign and date below;

LANDOWNER Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_

DISTRICT AGENT Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_