

LANDOWNER AGREEMENT FORM FOR INVASIVE SPECIES COST-SHARE CONTROL



This Agreement is made by and between the Wild Rivers Invasive Species Coalition ("WRISC") and

_____ ("Customer")

(Landowner Name)

whose property address is located at: _____

(Physical Property Address)

The Agreement is as follows:

1. Customer agrees WRISC staff shall be allowed to access the above listed property and conduct re-treatment control of target invasive species utilizing appropriate integrated management techniques as determined by the infestation and site conditions.

2. Treatment Information.

- a.** WRISC will conduct a property site visit to assess the current infestation. At this visit, WRISC staff will develop a treatment plan and cost-share estimate for management.
- b.** WRISC will schedule and conduct control according to appropriate seasonal timing, depending on the target species.
- c.** Treatment will consist of integrated management techniques and may involve manual removal, chemical applications, or a combination of strategies.
- d.** WRISC will provide the Customer with post-treatment educational materials and will conduct a follow up site visit in the year following control to assess treatment efficacy.

3. Term.

The term of this permission runs through **December 31, 2024** unless extended by the parties due to weather or other circumstances. Either party may terminate this Agreement by giving five (5) days written notice to the other party. Customer is asked to notify WRISC fifteen (15) days before the legal transfer of property deed or before they no longer have the requisite authority to permit WRISC to perform the services.

4. Payment.

Customer will be responsible for a portion of the cost of re-treatment management. A cost estimate will be developed on a site-by-site basis and will include the yearly base rate, plus additional charges as applicable. With funding from the WE Energies Mitigation and Enhancement Fund the current cost-share rate is approximately 1:1.

5. Authority of Customer and Obligations of Customer.

Customer affirms he/she is the owner of the property and has all the requisite authority to grant permission to conduct treatment.

6. Insurance. WRISC shall maintain commercial general liability insurance and worker's compensation insurance for employees.

7. Limitation of Warranties and Limitation of Liability.

WRISC makes no warranties, express or implied in connection with its services rendered hereunder. WRISC's liability for any damages arising hereunder shall be limited to the extent of coverage. WRISC shall not be liable for incidental or consequential damages resulting from the services provided hereunder.

8. Indemnification.

- a.** WRISC shall indemnify and save harmless the Customer from any and all costs, claims, judgments or awards of damages (including costs and all attorney fees) arising solely out of or in any way resulting from negligent acts, errors or omissions of WRISC, its employees or agents in performing this Agreement.
- b.** Customer shall defend and indemnify and save harmless WRISC, its officers, employees and agents from any and all costs, claims, judgments or awards of damages (including costs and all attorney fees) arising solely out of or in any way resulting from negligent acts, errors or omissions of Customer, its employees or agents in performing this Agreement. This provision shall survive the termination of this Agreement.

In witness whereof, the parties have executed this Agreement on the date set forth on the following page.

CUSTOMER: Please copy this form for your records prior to returning.



Wild Rivers Invasive Species Coalition

By: 

Lindsay Peterson
Coordinator
Wild Rivers Invasive Species Coalition
420 North Hooper St.
Kingsford, MI 49802
Phone: (906) 774-1550 ext. 102

Landowner Name(s): _____

Phone: _____

Email: _____

Mailing Address: _____

Parcel Number(s): _____

Additional information/notes about property: _____

Signature: Please sign below.

Landowner Signature: _____ Date: _____