

Property Owner Right of Entry and Liability Release Agreement

The Marin Wildfire Prevention Authority, in collaboration with participating member fire agencies, is implementing a vegetation management project, the Greater Ross Valley Shaded Fuel Break (GRVSFB) project, to reduce fire hazards and achieve measurable fuel reduction on private and public lands within Marin County, the Cities of Larkspur and Mill Valley, and the Towns of Fairfax, Ross, Corte Madera, San Anselmo, and Kentfield. As part of the GRVSFB, professional arborists and landscape contractors have been hired to conduct vegetation treatment activities within an approximately 200-foot-wide shaded fuel break around structures and within adjacent areas in the wildland urban interface. These activities include removing dead and down material and thinning nonnative, invasive, and/or fire hazardous vegetation. The treatment activities will largely be conducted by hand crews using tools such as pole pruners, loppers, and chainsaws. Following removal, the vegetative material will typically be chipped. The GRVSFB project is being completed with Measure C tax dollars and grant funds and the work will be done at no cost to the Property Owner. A full description of the GRVSFB project is provided at

<https://www.marinwildfire.org/project/shaded-fuel-break-planning-project>.

This Agreement is intended to grant permission to the MWPA employees, contractors, and partner agency employees (collectively, "MWPA") to access private property while providing services as part of the GRVSFB project. MWPA and its contractors are properly insured and agree to repair any damage resulting from project-related activities. Upon repair of any damage, the private Property Owner agrees to release and hold harmless MWPA from liability arising from that access. MWPA agrees to provide the Property Owner advance notice before entering the Property. This work will be done at no cost to the owner or resident of the property on which work takes place.

I, _____, certify that I am the property owner or authorized agent of the property located at _____ ("Property") and that I have the authority to execute this Agreement. I hereby grant a right of entry ("ROE") to the MWPA to enter my Property. This ROE will begin on the date this Agreement is executed and will expire upon completion of the GRVSFB project. This ROE includes the right to enter my Property for future maintenance associated with the GRVSFB project. The ROE is granted exclusively for the purpose of site access for the GRVSFB project and related maintenance that takes place on or near my Property and includes permission to conduct vegetation treatment activities on my Property. I certify that this ROE is granted on a voluntary basis, and I have neither received nor do I expect to receive any form of compensation in exchange for my permission.

MWPA agrees to repair any damage to my Property resulting from the performance of the project on my Property. Upon completion of said repairs, I hereby release and agree to hold harmless the MWPA, its employees, officers, directors, contractors, and necessary project partners from all liability for any damage or loss whatsoever that may occur in connection with performance of the GRVSFB project on my Property. I therefore waive any and all claims against the MWPA, its employees, officers, directors, contractors and necessary project partners in relation to the GRVSFB project, except for those claims arising from MWPA's negligence or willful misconduct in connection with the performance of the project on my Property.

By Property Owner or Authorized Agent:

_____ Date: _____

By Marin Wildfire Prevention Authority representative:

_____ Date: _____