



**COUNTY OF TULARE  
RIGHT OF ENTRY PERMIT  
TREE MORTALITY EMERGENCY PROGRAM ASSISTANCE**  
(For Providing Debris Tree Removal on Private Property)

Address ("Premises"):

APN #:

Date:

I/We \_\_\_\_\_, the owner(s) of the above-referenced property (individually and collectively referred to herein as "Owner"), do hereby grant, freely and without coercion, the right of access and entry to said property to the State of California and the County of Tulare ("County"), and their agents, officers, employees, and/or volunteers, contractors and subcontractors, subject to all licenses, easements, encumbrances, and claims of title affecting the Premises upon the following terms and conditions:

**1. Grant of Right-of-Entry**

Subject to the terms and conditions set forth in this Permit, Owner hereby grants County a right-of-entry ("Permit") over the Premises for the purposes of inspecting the Premises for dead and/or dying trees; testing materials on the Premises; and/or removing, clearing, hauling or otherwise disposing of dead or dying trees originating from the Premises. It is fully understood this Permit does not create any obligation on the County to perform inspection, testing or tree removal or clearance. Except as otherwise authorized by law, County will not remove or clear dead or dying trees which originate on the Premises, unless and until this Permit is signed and returned by the Owner.

**2. Private Insurance Coverage**

Homeowner insurance policies may have coverage to pay for the costs of removal of disaster-related debris (e.g., trees damaged or destroyed by a natural disaster). Owner understands that in the event state or federal financial assistance is received by the Owner for purposes of removing any disaster-related debris, the law requires the Owner to reimburse the County for the cost of removal to the extent covered in the Owner's insurance policy. Owner also understands that, when requested, Owner must provide a copy of the insurance policy, proof/statement of loss and settlement agreement from Owner's insurance company to the County. In the event the insurance proceeds are less than the cost of debris removal incurred by County, Owner will not be responsible for the difference. If insurance proceeds exceed the County's cost of debris removal, Owner will keep any excess proceeds.

Owner (\_\_\_does, \_\_\_does not) have homeowner's or other similar insurance. If Owner indicates that Owner does not have such insurance, Owner certifies under penalty of perjury that there was no insurance in effect at the time of the disaster-related debris removal which may provide coverage for the costs of inspection, testing or removing debris.

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**3. Hold Harmless**

To the fullest extent permitted by law, County shall not be liable for, and Owner shall indemnify and hold harmless the County, the State of California, Cal OES, and any of their officers, agencies, agents, contractors, subcontractors, employees and volunteers, against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, personal injury charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to actions arising out of this Permit. Furthermore, to the fullest extent permitted by law, Owner hereby releases, discharges and waives any Claims and actions, in law or equity, arising therefrom.

**4. No County Assumption of Liability for Remediation**

In consideration of the assistance County is providing to Owner under this Permit, at no cost to Owner, County assumes no liability or responsibility for, and to the fullest extent permitted by law, Owner shall not seek to recover from County, the State of California, Cal OES or any of their officers, agencies, agents, contractors, subcontractors, employees and volunteers, the cost of any remediation of damages to the Premises incurred as a result of any acts or omissions taken pursuant to this Permit. Owner agrees and understands the County and/or its agents may sell the felled trees and hereby waives any and all rights, actions, claims, in law or equity as to the value of said trees in exchange for the services provided pursuant to this Permit.

**5. Notice of Hazards**

Owner shall make Owner's best efforts to disclose and/or mark any known hazards on the Premises. Owner shall make Owner's best efforts to mark any sewer lines, utilities, septic tanks and water lines located on the Premises. Owner is aware that the following circled items were present on the Premises immediately prior to the date owner signed this agreement:

- Propane tanks
- Acetylene cylinders
- Compressed gas cylinders
- Guns and/or ammunition
- Hazardous substances
- Other known hazards (describe): \_\_\_\_\_

**6. County's Agents**

Any person, firm or corporation authorized to work upon the Premises by the County shall be deemed to be County's agent, including but not limited to Cal OES, Cal Fire, California Conservation Core or California Department of Corrections and Rehabilitation and shall be subject to all applicable terms hereof.



**7. Authority**

Owner represents and warrants that Owner has full power and authority to execute and fully perform Owner's obligations under this Permit. If Owner is an entity, Owner also represents and warrants that Owner has such power and authority pursuant to its governing instruments, without the need for any further action, and that the person(s) executing this Permit on behalf of Owner are the duly designated agents of Owner and are authorized to do so. Owner expressly represents and warrants that fee title to the Premises is vested solely in Owner, except to the extent common ownership, or condominium or homeowners association of a portion of the structures on the Premises or of the land comprising the Premises, is disclosed here:

Common ownership if any (if none, write "none"): \_\_\_\_\_

**8. Notice Regarding Audits**

All disaster-related funding, including that for inspection, removal or clearing of trees and related debris, hauling and/or disposing of trees may be subject to audit. County will furnish all documentation in its possession to auditors when required to do so.

**9. Entire Agreement**

For trees originating from outside of a County-owned right of way or easement over the Premises, this Permit constitutes the entire agreement between the Owner and County with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, whether oral or written, are superseded.

**10. Modification**

The provisions of this Permit may not be modified, except by written instrument signed by both parties.

**11. Partial Invalidity**

If any provision of this Permit is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Permit shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.

**12. Successors & Assigns**

This Permit shall bind and benefit the parties and their successors and assigns, except as may otherwise be provided herein.

**13. Notices**

Any notice required hereunder shall be provided as follows:

**For the County:**

Name: Michael Spata  
Department: County Administrative Office  
Address: 2800 W. Burrell Ave., Visalia, CA 93291

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Phone Number: (559) 636-5005

**For the Owner:**

Name:

Address:

Phone Number:

RELEASE: IN CONSIDERATION FOR THE COUNTY'S PROVISION OF TREE MORTALITY EMERGENCY PROGRAM ASSISTANCE (SUCH AS INSPECTING THE PREMISES FOR DEAD AND/OR DYING TREES, TESTING MATERIALS ON THE PREMISES, REMOVING AND/OR CLEARING TREES ORIGINATING FROM THE PREMISES, HAULING AND/OR DISPOSING OF SAID TREES), AS SET FORTH ABOVE, I HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF DEATH, INJURY, OR DAMAGE TO MYSELF OR MY PROPERTY DURING THE PROVISION OF SUCH ASSISTANCE. I FURTHER AGREE THAT NEITHER THE COUNTY, NOR OTHERS, SHALL INCUR ANY FINANCIAL RESPONSIBILITY OR LIABILITY WHATSOEVER FOR ANY DEATH, INJURY OR DAMAGE SUFFERED OR INCURRED BY ME OR MY PROPERTY ARISING OUT OF THE PROVISION OF THE PROGRAM ASSISTANCE AS SET FORTH ABOVE. ACCORDINGLY, I HEREBY RELEASE AGENCY FROM ALL ACTIONS, CLAIMS OR DEMANDS THAT MY SUCCESSORS, HEIRS, ASSIGNS OR I MAY HAVE FOR DEATH, INJURY, OR DAMAGE SUFFERED OR INCURRED BY ME OR MY PROPERTY DUE TO PROVISION OF TREE MORTALITY PROGRAM ASSISTANCE AS SET FORTH ABOVE.

IN WITNESS WHEREOF, County and Owner have executed this Permit effective as of \_\_\_\_\_, 20\_\_ .

<b>OWNER</b>	
Signed: _____	Date: _____
Printed Name: _____	
Signed: _____	Date: _____
Printed Name: _____	
<b>Accepted by: COUNTY OF TULARE</b>	
Signed: _____	Date: _____
Printed Name: _____	Title: _____