

AGREEMENT FOR
RECLAIMING FALLEN TREES
AT ALLIANCE LANDFILL

WHEREAS, the City of Alliance operates the City of Alliance landfill, and

WHEREAS, individuals and entities haul trees to the landfill, and

WHEREAS, request has been made to authorize the harvest of trees brought to the landfill,

NOW, THEREFORE, the undersigned hereby agrees with the City of Alliance as follows:

1. The undersigned acknowledges that the use of chainsaws and other equipment is extremely dangerous and can result in personal injury, including death. The undersigned hereby, for himself or herself, their heirs and assigns, hereby releases the City of Alliance from any and all liability as a result of harvesting trees from the City of Alliance landfill. The undersigned agrees that they are personally responsible for themselves and anyone who assists them for the correct use of all personal protective equipment, including but not limited to, hardhats, safety glasses, earplugs, saw chaps, and gloves. The undersigned agrees that they will follow all recommended safety precautions while using a chainsaw or other equipment to harvest the trees from the landfill.
2. The undersigned further agrees that the City of Alliance is authorizing the harvest of the trees as a public service and the undersigned acknowledges that the City of Alliance is not responsible for any accident, injury, death, or other loss of personal property or equipment that may occur while the undersigned is harvesting trees from the landfill.
3. The undersigned acknowledges that they, at their own risk, will determine the trees they desire to reclaim, will be responsible for preparing those trees for transportation, cutting, stacking, securing, and hauling away trees. The undersigned further acknowledges that when the undersigned leaves the landfill that any trees they have been harvesting, in whatever form they may be, will be available to whoever next appears at the landfill to harvest trees. The City of Alliance will not assist in any way to protect trees that a person has started to harvest or have stacked in firewood lengths, ready to load. To protect any unclaimed property interest, the undersigned must remove any and all trees at the time of their departure from the landfill.
4. The City of Alliance reserves the right to prohibit any individual from reclaiming the trees for any inappropriate behavior. Inappropriate behavior will include anything that is unsafe or can be considered a threat or menace to other individuals who may be harvesting trees or to employees of the City.
5. The City of Alliance will charge fifty cents (\$.50) per 100 pounds or any portion thereof for all trees that are removed. The undersigned agrees that they will weigh their vehicles, including an empty trailer if applicable, and then re-weigh as they are leaving the landfill with the reclaimed trees.

6. The undersigned acknowledges that the City of Alliance accepts trees from individuals and entities. The City of Alliance has no knowledge of any disease or defect that may be in any tree. The undersigned, for himself or herself, their heirs and assigns, do accept any and all liability for any defect or foreign object that might be found in any tree.
7. In exchange the undersigned will be allowed to retain any reclaimed wood that they remove under this Agreement for themselves.
8. The undersigned agrees that they will provide all labor, tools, and supplies needed to reclaim the timber and are solely responsible for determining the manner or method to remove the timber from the landfill. Provided however the City of Alliance reserves the right to prohibit or stop any manner or method that is dangerous to any person or property.
9. The undersigned shall hold the City of Alliance harmless from any liability arising from any cause whatsoever in connection with the services provided by the undersigned pursuant to this Agreement.
10. The undersigned acknowledges that the City of Alliance has not inspected the area, including the trees to be reclaimed. The City of Alliance makes no representation of its condition whatsoever at any time.
11. The undersigned is not afforded the status of a business license or invitee and the parties acknowledge that the City of Alliance owes no duty whatsoever to the undersigned to warn of any risk associated with the activities of reclaiming trees.
12. The undersigned waives any and all rights of the undersigned to make any claim of any time whatsoever for injury, property loss or other damage that the undersigned may incur due to the undersigned's performance under this Agreement.
13. The undersigned agrees that the undersigned will provide any and all accident, healthy, worker's compensation, or other insurance on the undersigned and any person or equipment that may be used in the performance of the reclaiming of the dead timber.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 20_____.

CITY OF ALLIANCE

BY: _____

THE UNDERSIGNED

(Signature)

(Printed Name)