



PERFORMING SERVICES ON PUBLIC LANDS

THIS AGREEMENT is between the Texas A&M Forest Service, which is a member of The Texas A&M University System and an agency of the State of Texas ("TFS"), and _____ ("CITY").

WHEREAS, CITY's land, located at _____, ("Subject Property"), is identified as an area of interest for public protection; and

WHEREAS, CITY has requested that TFS assist CITY by providing _____ (example: Dozer work, removal of brush and tree debris, and other related activities), (collectively, "Service").

NOW THEREFORE, TFS and CITY hereby agree:

1. Purpose: In response to CITY'S request for assistance, TFS will, as part of its Mitigation and Prevention Program, perform Service on Subject Property.
 - The Service will cover approximately _____ acres.
 - Work will be performed on a day and time mutually agreed upon by TFS and CITY.
 - Work will be performed in accordance with a work plan developed by TFS and approved by CITY.
2. Term of Agreement: The term of this agreement shall commence on _____ and terminate on _____.
3. Consideration: Compensation for performance of the services described in this agreement will not be monetary. TFS will benefit by furthering progress toward its mission of providing wildfire community protection.
4. Agreement Terms and Conditions:
 - 4.1 CITY shall post signs advising the general public of the days and times that the Service will be performed at least three days in advance of the Service. Signs shall be placed in conspicuous areas adjacent to the work area, to give reasonable warning to the general public of dangerous conditions, and shall remain in place for the duration of the work.
 - 4.2 There are inherent risks involved with Service, including but not limited to bodily injury, death, and property damage, and CITY chooses to voluntarily have its employees witness the Service with full knowledge that Service may be hazardous to people and property.
 - 4.3 CITY HEREBY RELEASES AND AGREES TO HOLD HARMLESS TFS AND ITS OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, PERSONAL INJURIES (INCLUDING DEATH), AND DAMAGES, INCLUDING COURT COSTS AND ATTORNEY'S FEES AND EXPENSES, WHICH MAY OCCUR TO CITY AND ITS OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, AS A RESULT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING INJURIES SUSTAINED AS A RESULT OF THE

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SOLE, JOINT, OR CONCURRENT NEGLIGENCE, NEGLIGENCE PER SE, STATUTORY FAULT, OR STRICT LIABILITY OF TFS AND ITS OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES.

In addition, CITY makes the following representations and acknowledgements upon which TFS shall rely:

- (1) CITY and its agents, servants and employees are not agents, servants, or employees of TFS or the State of Texas, and are not covered by TFS or the State for workers' compensation, death, or disability benefits;
 - (2) CITY agrees that CITY's agents, servants and employees will not be under the influence of any substance that may impair mental and physical faculties while present for any part of the Service ;
 - (3) In signing this agreement the undersigned representative of CITY acknowledges and represents that s/he has read it, understands it, and signs it voluntarily as an authorized representative of CITY;
 - (4) TFS has not made, and CITY has not relied on, any oral representations, statements, or inducements apart from the express written statements contained in this agreement; and
 - (5) CITY executes this agreement for full, adequate and complete consideration fully intending to be bound by the same, now and in the future.
- 4.3 This Agreement may only be amended or modified in writing with express mutual consent of both parties.
- 4.4 All notices, consents, approvals, demands, requests, or other communications provided for, required of, or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery, delivered by an express delivery service, or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

TFS
Texas A&M Forest Service
200 Technology Way
College Station, TX 77840

CITY

IN WITNESS WHEREOF, TFS and CITY have executed and delivered this agreement to be effective as of the effective date outlined in paragraph 2.

TEXAS A&M FOREST SERVICE

CITY

By _____
Director

Signature: _____

Printed Name: _____

Date: _____

Title: _____

Date: _____