



Location:



Property Owner:

Property Address:

PARTICIPATION AGREEMENT

The undersigned property owner(s) or the duly authorized owner’s representative hereby grants permission to the Left Hand Watershed Center (the Watershed Center), St. Vrain and Left Hand Water Conservancy District (the District), Boulder Valley and Longmont Conservation District (BVLCD), Lefthand Fire District (the Fire District) their respective employees, contractors, and agents to enter the property identified above and perform the following activities:

DESCRIPTION OF WORK TO BE DONE

Restoration/Mitigation Planning (the Project), including:

- Planning and/or evaluation activities including but not limited to surveying, assessment of wildlife, botanical, forest inventory, riparian and hydrological conditions, marking trees and shrubs with removable flagging tape, and performing such other activities as may be reasonably necessary for planning of a forest mitigation or restoration project.

Permission is NOT granted to the Watershed Center, the District, BVLCD, and the Fire District for any purposes other than those required to complete the Project, including maintenance and monitoring, on the described property.

WORK AREA

The work area will be limited to that area necessary to complete the Project. Access routes, if needed, will be identified and agreed upon by the property owner(s) or the duly authorized owner’s representative in advance of the project and will be restored after the Project’s completion to pre-project conditions. If the Watershed Center, the District, BVLCD, or the Fire District or their respective employees, contractors, or agents damage any property or improvements outside of the Work Area, the responsible entity or person(s) will restore the property or improvements to substantially the same condition (or improved condition as agreed upon by property owner(s) or the duly authorized owner’s representative) as prior to entry on the property. Pre-project conditions will be documented by setting up photo monitoring stations prior to the start of the project.

TERM

The term of this permission will begin the date it is granted and run for up to 1 (one) year. The accessing entity or person(s) will give the property owner(s) or the duly authorized representative a minimum of 24 hours’ notice via e-mail or phone prior to entering the property for the purposes of the Project. The Watershed Center’s standard procedure is to provide a 1-week advance notice as to the nature of work, and a second reminder 24 hours in advance.

WAIVER AND RELEASE

By signing this Permission to Enter, I am certifying that I am the owner or the owner’s authorized agent of the described property. I grant freely and without coercion the right of access and entry to my property to the Watershed Center, the District, BVLCD, the Fire District, and their respective employees, contractors, and agents for the purposes set forth above. I understand that this permission does not create an obligation upon either the Watershed Center, the District, BVLCD, or the Fire District to perform any particular work on my property. To the extent permitted by law, the Watershed Center, the District, BVLCD, and the Fire District each indemnify and hold harmless the owner of the described property from any action, either legal or equitable, that

might arise by reason of any action of the Watershed Center, the District, BVLCD, and the Fire District while performing forest restoration or mitigation planning. The Watershed Center, the District, BVLCD, and the Fire District will require their respective contractors to carry adequate liability insurance and shall require sufficient indemnification provisions in their contracts to protect the District, the Watershed Center, and the owner(s) of the described property. The Watershed Center, the District, BVLCD, and the Fire District will require their respective contractors to name the owner(s) of the described property as additional insureds on the liability insurance policies for the Project. Volunteers may be used in the project and will also be required to sign a waiver and release agreement to protect property owners.

Permission granted by: (check one)

Property owner Property owner's representative Other

Name (please print)

Name (please print)

E-mail address

E-mail address

(____) _____ (____) _____
Phone Work Phone

(____) _____ (____) _____
Phone Work Phone

Property Address

Mailing Address

Land Owner's Signature(s)

Date

Date

Permission received by:

Name & title (please print)

Email Address

Watershed Center Signature

Date