



TREE PLANTING MAINTENANCE AGREEMENT

This Agreement (Agreement) is made on the ____ day of _____, 20____, by and between the City of Kirkland (City) and _____ (Property Owner).

This Agreement establishes the understanding between the City of Kirkland and the Property Owner regarding the terms and conditions governing Property Owner's participation in the City of Kirkland's Tree Rebate/Voucher program. Property Owner owns the real property located at _____, Kirkland, Washington (Property).

TERMS AND CONDITIONS

In consideration of their mutual promises and commitments, the City of Kirkland and Property Owner hereby agree as follows:

1. Property Owner agrees to maintain the Tree Planting according to guidelines described in the City of Kirkland Tree Care guide provided to Property Owner during program enrollment.
2. This Agreement is effective upon full execution of this Agreement and will expire five years from that date.
3. During the term of this Agreement, Property Owner will maintain the Tree Planting and exercise reasonable care to avoid interference with, damage to, or loss of function of the planting. Property Owner shall pay for the costs and expenses that are related to its maintenance obligations.
For the five year duration of this Agreement, the City shall contact Property Owner annually regarding maintenance of the Tree Planting.
4. Property Owner grants the City the irrevocable right to use photographs of their Tree Planting in all forms and media.
5. Nothing contained in this Agreement shall be construed to require the Property Owner to alter or improve the Property or any access to the Property. Property Owner will provide prior written notice to and consult with the City regarding any planned alterations to the Property or Tree Planting that may affect the Planting's performance. *(Examples would include additions/alterations to the property that would damage the critical root zone of the tree, result in significant damage to the tree, or result in death or removal of the tree).*
6. Property Owner grants the City permission to enter onto the Property, at reasonable times to be arranged in advance by mutual agreement, to:

- a. inspect the final planting to determine if the Tree Planting meets program standards.
 - b. monitor and evaluate the maintenance and performance of the Tree Planting.
7. If the Property Owner chooses to discontinue or remove the planting prior to the expiration of this Agreement, or if the Property Owner does not plant the tree(s), Property Owner will be required to reimburse the City for the amount of the Tree Planting Rebate or Voucher. This cost will be pro-rated as described in the schedule below:

Within Year 1	100% of rebate or voucher
Within Year 2	80% of rebate or voucher
Within Year 3	60% of rebate or voucher
Within Year 4	40% of rebate or voucher
Within Year 5	20% of rebate or voucher
After Year 5	0% of rebate or voucher

This Agreement shall terminate upon repayment of the Tree Planting Rebate or Voucher in accordance with this Agreement.

8. All written notices or reports required under this Agreement shall be given by posting in first class mail as follows:

To City of Kirkland: Public Works Department
 City of Kirkland
 123 5th Avenue
 Kirkland, WA 98033

To Property Owner: _____

9. Property Owner shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from its negligence or breach of any of Property Owner obligations in performance of this Agreement. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Property Owner and the City, its officers, officials, employees, and volunteers, the Property Owner's liability hereunder shall be only to the extent of the Property Owner's negligence. The provisions of this section shall survive the expiration or termination of this Agreement.
10. This Agreement, together with all attachments and addenda, represents the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument properly signed by both parties.

City of Kirkland and Property Owner have executed this Agreement, effective on the date first written above.

By: _____ Date: _____
City of Kirkland

By: _____ Date: _____
Property Owner

_____ Date: _____
Property Owner

OFFICE USE ONLY

Property Owner(s): _____

Legal Description: _____

Assessor's Tax Parcel Number: _____

Rebate or Voucher Amount: _____