



PO Box 2724, Carson City, NV 89702 / Tel. 775-884-4455 / FAX 775-884 4457

Chapter:
Property Owner(s):
Property Address:
Property Owners Phone:
Chapter Leader:
Chapter Leader Phone:
NVFSC Project Coordinator:
NVFSC Project Coordinator Phone:

NEVADA FIRE SAFE COUNCIL FUELS REDUCTION AGREEMENT

1. SCOPE OF WORK. PROPERTY OWNER recognizes that the proposed scope of work has been designed by fire suppression personnel to decrease the risk of catastrophic loss due to wildfire, but does not in any way guarantee that structures and/or lives will not be lost in such an event. PROPERTY OWNER(s) hereby agree to the following scope of work:

[NVFSC STAFF WILL WRITE SCOPE OF WORK]

2. COST SHARE AGREEMENT. PROPERTY OWNER hereby acknowledges that the SCOPE OF WORK to be performed is part of a grant administered by NVFSC and that said grant has matching contribution requirement that is the sole responsibility of PROPERTY OWNER. As part of this agreement, PROPERTY OWNER hereby agrees to the following terms:

- EDUCATIONAL REQUIREMENT: PROPERTY OWNER hereby agrees to read the publication Living with Fire, view the VHS/DVD Living With Fire and/or visit the website www.livingwithfire.info to become educated about the risks of living in a fire dependent ecosystem.
CASH ("HARD MATCH") REQUIREMENT: PROPERTY OWNER hereby agrees to pay [NVFSC Staff will insert amount or percentage of cost share] as the cost share to complete for the scope of work. Payment for said work must be made to the Nevada Fire Safe Council on or before [NVFSC Staff will insert date or "prior to commencement" or "upon completion".
IN-KIND ("SOFT MATCH") REQUIREMENT: PROPERTY OWNER hereby agrees to work a minimum of [Staff will insert number of hours required] hours on PROPERTY implementing fire safe activities recommended in the publication Living with Fire, the web site www.livingwithfire.info and recommendations made by the local fire protection district or fire department.

3. RELEASE AND HOLD HARMLESS. For value and consideration received PROPERTY OWNER(S) designated above jointly and severally give our permission to conduct fuels management, modification, and reduction work on our property, as described in SCOPE OF WORK, on property designated above. PROPERTY OWNER hereby agrees to hold harmless The Nevada Fire Safe Council, the [Chapter Name] Chapter of The Nevada Fire Safe Council, and their agents, representatives and volunteers thereof, and their successors and assigns (together referred to as "NVFSC") from any claim, action, liability, loss, damage, or suit arising from or incurred in connection with or relating to vegetation pruning, cutting, thinning, removal or any other combustibles from the aforementioned property, and any actions described in the SCOPE OF WORK described above. This includes any damage related to property damage, personal injury, or other claim or damages whatsoever that may occur as a result of or in conjunction with the acts or omissions of the aforementioned persons or organizations. This agreement is unlimited as to the amount or duration, but shall not extend to any claim for which there is adequate insurance. It is understood and agreed upon, by and between PROPERTY OWNER and NVFSC, that this agreement is entered into without undue influence, fraud, coercion, or misrepresentation for any reason not herein stated. Each party acknowledges that they have read this agreement and that it is entered into voluntarily. This agreement shall be construed and governed in accordance with the laws of the State of Nevada. A facsimile (FAX) signature shall be deemed to be an original signature for purposes of this agreement. Any portion of this agreement held to be invalid or unenforceable shall be severed from this agreement and shall not affect the validity of any other portion of this agreement.

4. DELEGATION OF AUTHORITY (FOR ABSENTEE HOMEOWNERS ONLY). Property owner hereby gives _____ to enter my property on my behalf for the purpose of obtaining a defensible space evaluation and/or tree removal permit, if necessary, from the appropriate fire protection district, fire department, or other appropriate fire personnel. The designated representative has my authority to make decisions on my behalf regarding the selection of trees and/or brush on my behalf.

Signature of property owner(s)

Signature of authorized representative (if applicable)

Printed Name(s)

Printed Name Phone

Mailing Address City State Zip

Mailing Address City State Zip

Date

Date

FUNDS ARE LIMITED FOR THIS FUELS REDUCTION PROJECT AND TIME IS OF THE ESSENCE. FAILURE TO RETURN THIS AGREEMENT IN A TIMELY MANNER WILL CAUSE FUNDS TO BE REALLOCATED TO ANOTHER PROPERTY. THIS SIGNED FORM MUST BE RETURNED TO THE DESIGNATED ABOVE PRIOR TO PROJECT COMMENCEMENT.