

Letter of Commitment for Participation in the Yosemite West Removal of Dead or Dying Tree Project

I/we _____

(hereinafter called "Landowner") give my/our commitment to participate in the **Yosemite West Removal of Dead or Dying Tree Project**. Landowner agrees to participate freely in the project. Landowner agrees and consents to allow fuel reduction services to take place on Landowner's property and affirms that Landowner is the legal owner of the property where services will be performed.

Landowner agrees to defend, indemnify and hold harmless Yosemite West Property & Homeowners, Inc. (YWPHI) and its fiscal sponsor, the Yosemite/Sequoia Resource Conservation and Development Council (Y/S RC&D), and the officers, directors, agents, employees, members, and participants in both YWPHI and the Y/S RC&D (collectively, the "Indemnitees") from and against any and all liability of any type, including but not limited to, all claims, demands, costs, expenses, obligations, liabilities, judgments, losses, damages, recoveries, and deficiencies, including interest, penalties and reasonable attorney fees and costs arising from any acts, errors, or omissions of any of the Indemnitees in the performance of or in connection with or related to the fuel reduction services or other services of any type under the **Yosemite West Removal of Dead or Dying Tree Project**. The foregoing obligations of the Landowner are expressly intended to extend to and encompass liability arising from the sole and/or active negligence of any of the Indemnitees.

Landowner agrees that YWPHI and the Y/S RC&D are not obligated to provide services under the **Yosemite West Removal of Dead or Dying Tree Project** and are not liable in the event that it does not provide services for any reason, or for the negligent or incomplete performance of services under the **Yosemite West Removal of Dead or Dying Tree Project**.

The funds for the **Yosemite West Removal of Dead or Dying Tree Project** are limited and YWPHI and the Y/S RC&D may refuse or be unable to provide service to anyone for any reason.

This Letter of Commitment can be amended only by prior written notification of either party executing this Letter of Commitment.

Landowner hereby agrees and consents to YWPHI, Y/S RC&D and the contractor(s) designated by YWPHI and Y/S RC&D under the **Yosemite West Removal of Dead or Dying Tree Project** entering Landowner's property for purposes of arranging for the performance of these fuel reduction services in connection with this project: addressing tree mortality by felling dead and dying trees, limbing felled trees, chipping debris and disbursing chips on site. Landowner agrees to comply with YWPHI, the Y/S RC&D and the contractor's decision on where and how chips are deposited.

Landowner understands that the project will not do the following: remove felled logs; fell dead trees within close proximity to structures as determined by project management and/or contractor/s; fell dead trees that have been standing dead so long they are rotten and pose a safety risk; fell any trees growing through decks or elevated walkways; remove any single specimens of trees, ornamental shrubbery, plants used as ground cover, or deciduous trees unless oak branches have snapped off; and/or reimburse Landowner for Landowners' out-of-pocket expenses to fell dead trees.

Landowner agrees that scheduling will be determined by YWPHI, the Y/S RC&D and the contractors and that Landowner will not be able to arrange for fuel reduction services on a specific date and time. Landowner agrees to maintain the defensible space created by this project.

Landowner acknowledges YWPHI's effort to obtain the grant funding for this project by supporting YWPHI activities.

Landowner agrees to complete and submit this **Letter of Commitment** no later than May 1, 2017 electronically to **grants@yosemitewest.org**. Please utilize this fillable PDF, sign using Abode Acrobat's *Fill & Sign* feature, and rename the file as "**5GS16118-SRAFPP-YourSurname.pdf**" so that we can easily identify your submission.

If you do not have email, then you may snail mail it to YWPHI, 7585 Henness Ridge Road, Yosemite National Park, CA 95389-9108; submissions postmarked later than May 1, 2017 may not be considered for participation.

Landowner has read this **Letter of Commitment**, understands its terms, and has voluntarily entered into these agreements.

Landowner Name:	
Landowner Signature:	
Additional Landowner Name:	
Additional Landowner Signature:	
Local Street Address	
Type of Parcel	House _____ or Vacant Lot # _____
Email:	
Today's Date:	
YWPHI Representative's Name / Title:	John Mock, Ph.D., YWPHI Grant Liaison
YWPHI Representative's Signature:	

Yosemite West Property & Homeowners, Inc.
www.YosemiteWest.org/grants.htm

