

AGREEMENT CONCERNING TREATMENT OF INVASIVE PLANTS

This Agreement is made this _____, by and between the Muskegon Conservation District, ("MCD") and _____, ("Customer"), whose address is: _____

and is as follows:

1. Engagement.

Customer hires MCD, and MCD agrees to provide services, to remove certain invasive plants from Customer's property, as set forth in Paragraph 2 below.

2. Services.

MCD shall provide the services set forth below:

- a. MCD will treat these invasive plant(s): _____
- b. MCD will treat the invasive plants using Milestone, Glyphosate, Triclopyr, Imazamox, and/or Imazapyr herbicide. Herbicides will be applied according to manufacturer's directions for use or application.
- c. MCD will document the amount of herbicide used on the property.
- d. MCD will provide all equipment and herbicides necessary to complete the work.
- e. MCD will provide all required documentation and paperwork and will do this through hard copy or email.

3. Term.

MCD will begin work as needed in 2019 and will complete work by December 31, 2019 unless extended by the parties due to weather or other circumstances. Either party may terminate this Agreement by giving five days written notice to the other party. In such event, Customer shall pay MCD for all work previously authorized and performed prior to the termination date.

4. Payment.

Early Detection & Response Species: Customer shall pay MCD a buy-in fee for its services. The expense for the treatment of the species listed above is covered by a combination of funding from the Department of Natural Resources and the United States Forest Service and the customer. Customer contribution will be based on size of infestation. For Japanese Knotweed, Phragmites(Oceana County only), and other priority species the contribution will be: \$20 for .25 acres or less, \$30 for .251 to .5 acres, \$40 for .51 to .75 acres, \$50 for .751 to 1 acre, and \$60 for 1.01 acres or greater. Commonplace species: Customer shall pay MCD for services to cover staff time, mileage, and materials on a case by case basis.

☐ Check this box if you are financially unable to contribute to the cost-share program but would still like treatment

5. Knowledge of MCD and Obligations of MCD

MCD represents that it has the requisite training, skill and experience necessary to provide the services herein. MCD shall take precautions for the safety of its employees and agents on the work site.

6. Authority of Customer and Obligations of Customer.

Customer is the owner of the property and/or has all the requisite authority to permit MCD to perform the services hereunder and to enter into this Agreement. Customer will identify areas for treatment of invasive plants. Customer shall identify any areas that may be hazardous or dangerous for MCD's employees or agents.

7. Insurance.

- a. MCD agrees to maintain commercial general liability insurance, worker's compensation insurance on its employees and automobile liability insurance covering its vehicles. If requested, a copy of MCD's commercial general liability insurance certificate will be provided.
- b. Customer shall maintain property insurance.

8. Limitation of Warranties and Limitation of Liability.

MCD makes no warranties, express or implied in connection with its services rendered hereunder. MCD's liability for any damages arising hereunder shall be limited to the extent of coverage or its fee earned hereunder. MCD shall not be liable for incidental or consequential damages resulting from the services provided hereunder.

9. Indemnification.

- a. MCD shall indemnify and save harmless the Customer from any and all costs, claims, judgments or awards of damages (including costs and all attorney fees) arising solely out of or in any way resulting from negligent acts, errors or omissions of MCD, its employees or agents in performing this Agreement.
- b. Customer shall defend and indemnify and save harmless MCD, its officers, employees and agents from any and all costs, claims, judgments or awards of damages (including costs and all attorney fees) arising solely out of or in any way resulting from negligent acts, errors or omissions of Customer, its employees or agents in performing this Agreement. This provision shall survive the termination of this Agreement.

10. General Provisions.

This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter and supersedes all prior agreements or negotiations between the parties. This Agreement may be amended, supplemented, or changed only by an agreement in writing that makes specific reference to this Agreement or the agreement delivered pursuant to it and that is signed by the party against whom enforcement of any such amendment, supplement, or modification is sought. This Agreement shall inure to the benefit of, and be binding on, the named parties and their respective heirs, successors and assigns, but not any other person. Any provision of this Agreement which has been declared invalid or illegal shall in no way affect or invalidate any other provision. In the event either of the parties defaults on the performance of any of the terms of this Agreement or either party places enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each party shall pay all of its own attorney fees, costs and expenses. The venue for any dispute related to this Agreement shall be in Ottawa County, Michigan.

In witness whereof, the parties have executed this Agreement on the date set forth above.

MCD MUSKEGON CONSERVATION DISTRICT

By:
Kathryn Pfister
Project Manager
4735 Holton Road
Twin Lake, MI 49457
Phone: 231.828.5097

CUSTOMER

Representatives Name: _____

Representatives Signature: _____

Phone: _____

Applicators: _____

Chemical Used: _____

Date/Time: _____

Precautionary Warnings: