

# LANDOWNER AGREEMENT FORM FOR SURVEY OF HEMLOCK WOOLLY ADELGID (HWA)

This Agreement is made by and between the Alger Conservation District, ("ACD") and  
\_\_\_\_\_ ("Customer") whose property address is: \_\_\_\_\_  
\_\_\_\_\_

The Agreement is as follows:

1. Customer agrees that ACD or Lake to Lake CISMA staff shall be allowed access to survey for the presence of hemlock woolly adelgid (HWA) on the property noted above.

## 2. Survey Information.

- a. ACD will survey for the presence of HWA on hemlock trees on the above property.
- b. Survey shall consist of visual observation of hemlock trees by crews traveling on foot. Survey shall be conducted between November and May in the 2020-2021 through 2022-2023 winter/spring seasons.
- c. Small branches may be clipped to facilitate closer observation or collection of suspect insects, but no other damage to trees is anticipated.

## 3. Term.

The term of this permission runs through May 31, 2023 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. Customer is asked to notify ACD 15 days before the legal transfer of property deed or before they no longer have the authority to permit ACD to perform the services.

**4. Payment:** Customer shall not be charged for these services. The expense for these HWA surveys is covered by funding from the Michigan Invasive Species Grant Program administered by the Department of Natural Resources.

## 5. Authority of Customer and Obligations of Customer.

Customer affirms that he or she is the owner of the property and/or has the authority to grant access permission to conduct the surveys. Customer shall identify any areas that may be hazardous or dangerous for ACD's employees or agents.

**6. Insurance:** ACD shall maintain commercial general liability insurance and worker's compensation insurance on its employees.

## 7. Limitation of Warranties and Limitation of Liability.

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

## 8. Indemnification.

- a. ACD 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 ACD, its employees or agents in performing this Agreement.
- b. Customer shall defend and indemnify and save harmless ACD, 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.

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

**ALGER CONSERVATION DISTRICT**

By: 

Teri Grout  
Executive Director  
HWA Project Lead  
Alger Conservation District  
101 Court Street  
Munising, MI 49862  
Phone: 906-387-2222

**CUSTOMER: Please copy this form for your records prior to returning.**

Owner Name(s): \_\_\_\_\_

Owner Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Parcel or Property Address: \_\_\_\_\_

\_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Parcel Number(s), if known: \_\_\_\_\_

Notes for Survey Crew Regarding Property Access or Hazards, if any:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_