



TREE CARE AGREEMENT, INCLUDING LIABILITY RELEASE
City of Tacoma Street Tree Program

The undersigned ("Property Owner") wishes to participate in the City of Tacoma's (City) Street Tree Program. In consideration for receiving a free street tree and consultation services from the City's Urban Forester, Property Owner hereby agrees:

1. To forever release, discharge and hold City, together with its officers, directors, agents, employees, representatives, and affiliates, and each and all of their respective successors and assigns (collectively, the "Released Parties ") free and harmless from any and all debts, claims, demands, damages, actions, causes of action, liabilities, losses, judgments, costs and expenses for any reason arising out of or in any way connected to Property Owner's receipt and planting of a street tree at _____ (address) including but not limited to injury or damage incurred by Property Owner or a third party, or to Property Owner's property, in connection with any tree(s) received and planted;
2. To covenant not to sue or otherwise bring any legal action against each and all of the Released Parties for or on account of any claim associated with the street tree;
3. To indemnify, hold harmless and defend each and all of the Released Parties from and against any and all claims arising out of the receipt of the street tree(s) or the planting of the street tree(s), excepting those claims caused by the sole active negligence or willful misconduct of the Released Parties;
4. To maintain the street tree(s), including roots, trunks, branches and leaves, so that no part of the tree(s) causes or contributes to sidewalk defects or other hazardous conditions in the right of way.
5. To not top, stub cut, or otherwise prune the tree trunk and/or branches in such a manner as to permanently damage the structure of the tree, unless doing so is to specifically address potential hazardous conditions.

I HAVE READ THE FOREGOING RELEASE AND INDEMNITY IN FULL AND VOLUNTARILY CONSENT TO ITS PROVISIONS.

Signed on: _____ (Date) _____ (Location)

Property Owner's signature: _____

Property Owner's printed name: _____

Property Owner's Mailing Address (if different from street tree planting location):

Address of street tree planting location: _____
