

PERMISSION TO ENTER PRIVATE LAND AND WAIVER OF LIABILITY

THIS AGREEMENT INCLUDES PERMISSION TO ENTER PRIVATE PROPERTY AND A WAIVER OF CERTAIN CLAIMS OF LIABILITY. READ CAREFULLY BEFORE SIGNING.

This Permission to Enter Private Land and Waiver of Liability is made between the Washington State Department of Agriculture and City of Westport hereafter referred to individually or collectively as "the property owner(s)."

INTRODUCTION

1. The control and eradication of noxious weeds on public and private lands is in the public interest and the presence of *Spartina* species on private lands threatens fish and wildlife habitat and provides a source for renewed infestation of public lands. Effective eradication of *Spartina* species requires concerted efforts on both public and private lands to protect public resources.
2. The Washington State Department of Agriculture and its agents desire to perform activities to eradicate and/or control *Spartina* in Grays Harbor, Washington. These activities are authorized and carried out under chapter 17.26 RCW.
3. The property owner(s) is/are the sole owner of property located at _____ in Grays Harbor County, Washington, hereafter referred to as "the property."
4. The property owner(s) is/are interested in and benefited by the eradication and/or control of *Spartina* on the property.
5. The property owner(s) and the Washington State Department of Agriculture desire to memorialize an agreement for the purpose of eradication and/or control of *Spartina* on the property.

AGREEMENT

1. **Permission.** In consideration of the benefits described above, the property owner(s) grant permission to the Washington State Department of Agriculture and its agents, contractors, cooperators and employees to enter onto the property from January 1, 2009, to December 31, 2011, to perform activities to eradicate and/or control *Spartina* on the property. The property owner(s) acknowledge and agree that these activities may include the application of herbicide to the property.

The property owner(s) also grant permission to the Washington State Department of Agriculture and its agents, contractors, cooperators and employees to enter onto the property from January 1, 2009, to December 31, 2011, for the purpose of mapping *Spartina* populations and monitoring and evaluating the success of *Spartina* eradication and/or control activities.

2. **Expiration and Revocation.** The Washington State Department of Agriculture and its agents, contractors, cooperators and employees are permitted to enter the property on all of the above dates and until December 31, 2011, or until this permission is revoked, whichever occurs first. The property owner(s) may revoke this permission by presenting a written letter of revocation to the Washington State Department of Agriculture. The revocation is effective five (5) business days after receipt by the Washington State Department of Agriculture.
3. **Liability Waiver.** The property owner(s) expressly agree to hold harmless the Washington Department of Agriculture and its agents, contractors, cooperators and employees and to waive any

claim of liability against the Washington Department of Agriculture and its agents, contractors, cooperators and employees for any injury, damage, or harm which may result from entry onto the property under this agreement or from activities to eradicate and/or control *Spartina* on the property, including but not limited to, the application of herbicide upon the property. As to any other act or omission of either party under this agreement, each party shall be responsible for its own acts or omissions and those of its officers, employees and agents under this agreement. No party to this agreement shall be responsible to the other for the acts or omissions of entities or individuals not a party to this agreement.

4. **Entire Agreement.** This Permission to Enter Private Land and Waiver of Liability contains the entire agreement between the parties with regard to the matters set forth herein.
5. **Applicable Law.** This Permission to Enter Private Land and Waiver of Liability shall be construed and interpreted according to the laws of the State of Washington.

BY THE SIGNATURE BELOW, THE PROPERTY OWNER(S) DECLARE THAT THE TERMS OF THIS PERMISSION TO ENTER PRIVATE LAND AND WAIVER OF LIABILITY HAVE BEEN COMPLETELY READ AND FULLY UNDERSTOOD AND VOLUNTARILY ACCEPTED AND EXPRESSLY WAIVE ANY CLAIM THAT THIS PERMISSION TO ENTER PRIVATE LAND AND WAIVER OF LIABILITY IS NOT FAIRLY AND KNOWINGLY MADE.

Property Owner(s) Phone Number: 360-268-0131

Property Owner(s) Address: 140 N Montesano St., PO Box 505
Street

Westport G. H. 98595
City County Zip

City of Westport
Mayor
 Name of property owner

[Signature]
 Signature of property owner

5/13/09
 Date

City of Westport
City Administrator
 Name of property owner

[Signature]
 Signature of property owner

5-18-09
 Date

 Name of property owner

 Signature of property owner

 Date

 Name of authorized representative,
 Washington State Department
 of Agriculture

 Signature of authorized representative,
 Washington State Department
 of Agriculture

 Date

Contact information for the Washington Department of Agriculture: [Chad H. Phillips, P.O. Box 42560 Olympia, WA, 98504-2560, 360-902-1923]