

**BOULEVARD TREE REMOVAL PERMIT AND REPLACEMENT AGREEMENT**

*Subject to change due to individual circumstances*

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between \_\_\_\_\_, whose business or residential address is \_\_\_\_\_ (hereinafter referred to as "Applicant"), and the City of Great Falls, a municipal entity in the State of Montana, whose address is P. O. Box 5021, Great Falls, MT 59403 (hereinafter referred to as "City"), and collectively referred to as "The Parties."

**RECITALS**

**WHEREAS**, Applicant desires to remove one or more trees located in the City boulevard pursuant to the Official Code of the City of Great Falls (OCCGF) Title 15, Chapter 12, at or near the property located at, \_\_\_\_\_ (hereinafter referred to as the "Property"), for the purpose of \_\_\_\_\_; and

**WHEREAS**, the City deems it to be in the public interest to allow Applicant to remove said tree or trees, subject to the conditions contained herein.

**NOW THEREFORE**, The Parties do hereby covenant and agree as follows:

**GRANT AND CONDITIONS OF PERMIT**

The City, for and in consideration of the covenants herein, does hereby grant unto Applicant a Boulevard Tree Removal Permit for the purpose stated above. Applicant agrees to remove the subject tree or trees under the supervision and direction of the City Forester. Applicant further agrees that said removal shall be in compliance with all Federal, State, and local laws and regulations. Applicant shall not commit, or suffer to be committed, any nuisance or any waste on City property or Public Right of Way. Public Right of Way (ROW) means land which the Montana Department of Transportation, County, or City has title to, or right of use, for public roads and appurtenances, including utilities. Replacement trees are case-by-case bases.

Applicant shall not damage or in any way injure adjacent private properties. The City reserves the right to revoke this permit if tree removal activities become, in the City’s sole judgement, hazardous to the public. Applicant shall refrain from depositing or discharging any hazardous materials upon any public or private adjacent property, either intentionally or negligently. Applicant agrees to pay the cost of repair for any damage caused by tree removal activities.

**INDEMNIFICATION**

Applicant agrees to protect, indemnify, defend, and save harmless the City against and from any and all claims, liabilities, demands, causes of action, judgments (with any costs and fees that might be awarded), attorney’s fees, and losses to the City arising in favor of or asserted by any person or entity on account of personal injury, death, or damage to property arising out of, in connection with, or incidental to the negligence or willful misconduct of Applicant, or its agents or employees, in removal or other actions under this permit.

**TERM**

The Term of this Permit is \_\_\_\_\_, effective \_\_\_\_\_, 2020 and expiring \_\_\_\_\_, 2020.

**LIAISON**

For this Agreement, the contact for Applicant is \_\_\_\_\_; and the contact for the City is Todd Seymanski, City Forester.

**MISCELLANEOUS PROVISIONS**

Applicant may not assign, or otherwise transfer this Permit without the prior written consent of City.

Applicant, either as an individual or on behalf of a group or organization, hereby agrees that this permit shall not be used in any manner that would discriminate against any person or persons on the basis of sex, marital status, age, physical or mental handicap, race, creed, religion, color, or national origin or other class protected under state and/or federal law.

**APPLICABLE LAW**

This Agreement and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana.

**IN WITNESS WHEREOF**, the parties hereto have caused their hands and seals to be fixed the day and year first hereinabove written.

\_\_\_\_\_  
Applicant

By: \_\_\_\_\_  
Signature

Its: \_\_\_\_\_  
Title

CITY OF GREAT FALLS

APPROVED BY:

\_\_\_\_\_  
Todd Seymanski, City Forester

\_\_\_\_\_  
Gregory T. Doyon, City Manager