



Property Access and Consent for Treatment License Agreement ("Agreement")

The County of Oakland, by and through its statutory agent, the Oakland County Parks and Recreation Commission, 2800 Watkins Lake Road, Waterford, MI 48328 (hereinafter and collectively "OCPRC") is granted a License to access and treat the real property, described in Section 1, by:

Name of Entity or Person ("Owner"):

Address:

Contact Person:

Telephone Number:

E-Mail Address:

For and in consideration of the issuance of the license in this Agreement, the Parties agree to the following terms and conditions:

1. **Use of Property.**
 - 1.1. **Property.** The real property that may be accessed and used is described and depicted in Exhibit A (hereinafter "Property"). Exhibit A is incorporated into this Agreement
 - 1.2. **License/Access.** OCPRC, including its officials, employees, volunteers, agents, and contractors (individually and collectively) are granted a license to access the Property and perform the work described in Exhibit A. The work described in Exhibit A is hereinafter referred to as "Work."
 - 1.3. **Fee.** In exchange for the Work to be performed by OCPRC, there shall be no fee charged by Owner for access to the Property.
2. **Term of Agreement.** The Term of this Agreement is set forth in Exhibit A.
3. **Condition of Property.** During this Agreement, OCPRC shall keep the Property in in a clean and safe condition and free of trash. Except for normal wear and tear and the Work performed, OCPRC's use of the Property shall not cause damage or waste to the Property.
4. **Condition of Property upon end of Agreement.** Except for normal wear and tear and the Work performed, at the expiration or termination of this Agreement, OCPRC shall leave the Property in a similar condition that OCPRC found it.
5. **Compliance with Law & Permits/Licenses.**
 - 5.1. Owner, OCPRC, and OCPRC officials, employees, volunteers, agents, and contractors, shall comply with all applicable federal, state, and local laws, regulations, rules, ordinances, and the provisions of this Agreement.

- 5.2. **State & Federal Licenses/Permits/Approvals.** Notwithstanding any other provision to the contrary, OCPRC is responsible for and shall obtain, at its sole expense, all state and federal licenses, permits, and other governmental approvals that are necessary for the Work on or around the Property. When requested by OCPRC, Owner shall assist in the process of obtaining such licenses, permits, and other governmental approvals. Any costs incurred by Owner in assisting OCPRC, under this subsection, shall be paid by OCPRC.
- 5.3. **Local Licenses/Permits/Approvals.** Notwithstanding any other provision to the contrary, Owner shall be responsible for and shall obtain, at its sole expense, all local licenses, permits, and other governmental approvals that are necessary for the Work on or around the Property. When requested by Owner, OCPRC shall assist in the process of obtaining such licenses, permits, and other governmental approvals. Any costs incurred by OCPRC in assisting Owner, under this subsection, shall be paid by Owner.
6. **Alterations, Additions, Changes to Property.** Except for the Work performed in Exhibit A, OCPRC shall not make any alterations, additions, or changes to the Property, without the prior written approval of Owner.
7. **Property AS IS.** OCPRC ACCEPTS THE PROPERTY "AS IS." OCPRC ACKNOWLEDGES THAT IT HAD THE OPPORTUNITY TO INSPECT THE PROPERTY AND EITHER INSPECTED THE PROPERTY OR CHOSE NOT TO INSPECT THE PROPERTY.
8. **OCPRC Responsibilities.**
- 8.1. **Performance of Work.** OCPRC or its officials, employees, volunteers, agents, and contractors shall perform the Work at no cost to Owner.
- 8.2. **Notice.** OCPRC shall provide Owner 24 hour written notice before commencement of the Work.
9. **Owner Responsibilities/Representations.**
- 9.1. **Property Ownership/Rights.** Owner represents and warrants the following to OCPRC:
- 9.1.1. Owner owns the Property;
- 9.1.2. Owner has the right to enter into this Agreement; and
- 9.1.3. OCPRC's entry and Work on the Property will not violate any other agreement or restrictions to which Owner or the Property is subject to.
- 9.2. **Request and Consent to Work.** Owner acknowledges that it requests the Work and consents to OCPRC or its officials, employees, volunteers, agents, and contractors performing the Work.
- 9.3. **Assumption of Risks.** Owner assumes the risks associated with the Work performed by OCPRC and its officials, employees, volunteers, agents, and contractors.

10. **Liability/Assurances.**

- 10.1. **Waiver/Release.** Owner waives, releases, discharges, and covenants not to sue OCPRC and its officials, employees, volunteers, agents, and contractors for liability, damages, injuries, claims, or demands arising out of or in any way connected to the performance of this Agreement.
- 10.2. **Hazardous Material/Waste.** Except for the materials used in the Work, OCPRC and its officials, employees, volunteers, agents, and contractors shall not cause or allow any person or entity to discharge any hazardous material, waste, or debris on or around any the Property.
- 10.3. **Reservation of Rights/Limitation of Liability.** In no event shall OCPRC be liable for any consequential, incidental, indirect, special, and punitive or other damages arising out of this Agreement. This Agreement does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty, or immunity of OCPRC or its officials, employees, or volunteers.
- 10.4. **Survival.** Section 10 and the duties and obligations contained herein shall survive the expiration or termination of this Agreement.

11. **Termination**

- 11.1. **Failure to Obtain Licenses/Permits/Approvals.** If either Party fails to obtain the required licenses, permits and other governmental approvals required to perform the Work, then either Party may terminate this Agreement upon fourteen (14) calendar days written notice to the other Party. If this Agreement is terminated pursuant to this Section, OCPRC's obligation to perform the Work shall cease.
12. **No Interest in Property.** OCPRC, by virtue of this Agreement, shall not have any title to or interest in the Property or any portion thereof. OCPRC has not, does not, and will not claim any such title, interest, or any easement over the Property. This Agreement and/or any related affidavit or instrument shall not be recorded with the Oakland County Register of Deeds.
13. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.
14. **Waiver.** Waiver of any term or condition under this Agreement must be in writing. No written waiver, in one or more instances, shall be deemed or construed as a continuing waiver of any term or condition of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
15. **Cumulative Remedies.** A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
16. **Amendments.** This Agreement cannot be modified unless reduced to writing and signed by both Parties.

17. **Severability.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms or conditions shall remain in full force and effect.
18. **Governing Law.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.
19. **Counterparts.** This Agreement may be executed in one or more counterparts, including facsimile or electronic copies, each of which shall be deemed an original, but all of which shall together constitute one instrument.
20. **Entire Agreement.** This Agreement sets forth all covenants, promises, agreements, conditions, and understandings between the Parties concerning the use of the Property. There are no covenants, promises, agreements, conditions, or understandings, either oral or written, between the Parties other than are herein set forth.
21. **Authorization.** The Parties represent that their respective signatories have the requisite authority to execute and bind them to this Agreement.

APPROVED AND AUTHORIZED BY OWNER:

NAME: _____

TITLE: _____

DATE: _____

SIGNATURE

APPROVED AND AUTHORIZED BY OCPRC:

NAME: _____

TITLE: _____

DATE: _____

SIGNATURE

EXHIBIT A

1. **Property Description:**

- a. **Address:**
- b. **PIN:**

2. **Work Description:**

- a. **Description:**

b. The Owner acknowledges and understands that the Work may include applying herbicides, at the recommended label rates and in accordance with label directions, under the direction of licensed and certified commercial applicators; hand pulling, mowing, or cutting plants or trees; prescribed burning; native plantings; and/or other accepted best practice control or restoration methods, as determined by OCPRC in its sole discretion. The Work may also occur under permit by the Michigan Department of Environment, Great Lakes, and Energy where applicable and will adhere to requirements under said permit, including filing any treatment amendments, all necessary posting on the Property prior to treatments, and all required follow-up paperwork.

3. **Term:** The Agreement shall commence on _____ and shall end on **12/31/2030.**