



TREE EVALUATION AGREEMENT

It is this _____ day _____ 2023, by and between the Town of Cheverly (hereinafter “Town”) and _____ of _____ (hereinafter “Resident”) an agreement to establish the terms and conditions for a tree consultation with an independent company to evaluate the health and safety of tree(s) on Resident’s property, and in support thereof states as follows:

WHEREAS, the Town and Resident are in mutual agreement that tree(s) on Resident’s property need to be evaluated by a licensed professional to assess the health and safety of said tree(s); and

WHEREAS, the Town and Resident have agreed to the costs associated with evaluation of the tree(s) and resulting report, which will be the Resident’s sole responsibility; and

WHEREAS, Resident agrees to indemnify the Town, and its agents, from any all liability associated with the evaluation of said tree(s).

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Resident and the Town hereby agree as follows:

1. **COSTS**

The Town and Resident agree that the cost for the tree evaluation and report will be \$85, which Resident shall pay to the Town. The cost has been pre-determined by the contractor that will perform the services.

2. **ACCESS TO PROPERTY**

Resident hereby permits full access to the property so the evaluation can be performed.

3. **INDEMNITY AND HOLD HARMLESS.**

Resident hereby assumes the entire responsibility and liability for any and all accidents, damage or injury of any kind or nature whatsoever, including death resulting therefrom from any action or cause resulting from, arising out of, or occurring in connection with the evaluation, the whether such claim be based upon alleged active or passive negligence or participation in the wrong or upon any alleged breach of any statutory duty or obligation. Resident shall indemnify and hold harmless the Town, its agents, servants, and employees from and against any and all loss, expense, damage or injury sustained as a result of any such claim and Resident shall assume the defense of any action at law, suit in equity or any other proceeding which may be brought against the Town upon such claim and will pay on behalf of Town upon their demand the amount of any and all costs, fees, and expenses in connection with such defense and any judgment, fine, or penalty that may be entered against Town in any action, suit, or proceeding involving Resident or anyone associated with Resident in any capacity.

3. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties. This Agreement can only be modified by a written modification agreement signed by the Parties.

4. GOVERNING LAW

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Maryland. The parties hereby irrevocably consent to the jurisdiction of the state and federal courts located in Prince George's County, Maryland, in any action arising out of or relating to this Agreement, and waive any other venue to which either party may be entitled by otherwise.

5. COUNTERPARTS AND RIGHT

(a) This Agreement may be signed in counterparts, which together shall constitute one agreement. If this Agreement is signed in counterparts, no signatory hereto shall be bound until both parties named below have duly executed, or caused to be duly executed, a counterpart of this Agreement.

(b) The person signing on behalf of each party represents that he or she has the legal right and power to execute this Agreement.

Residential Address

Information Regarding Tree

Phone Number

Email address

Property Owner Name

Signature

TOWN OF CHEVERLY