



CITY OF TUALATIN

SIDEWALK/TREE REMOVAL RELEASE AGREEMENT

This Agreement is by and between the City of Tualatin (City) and PROPERTY OWNER (Owner) and is effective on the date signed by both parties below.

Owner owns the property (Property) whereby City has agreed to remove a tree at Owner's request and as set forth in more detail in Owner's application submitted to City (Application).

The City and the Owner have agreed to the following obligations:

City Responsibility:

1. Remove the identified street tree, pay all expenses associated with tree removal and corresponding stump grinding work, replace street tree, rough backfill disturbed area as identified in the Application, and replace sidewalk (Project).
2. Attempt to give an estimate of the repair timeline (ex: within a few days, weeks, etc.).
3. The City is only providing this assistance to the Owner for this one-time occurrence. No future assistance will be provided by the City for any future work activities associated with the Project or other tree and/or sidewalk maintenance or improvements at the Property.

Property Owner Responsibility:

1. Any necessary repairs to irrigation and/or refinishing of landscaping.
2. Allow City to access the Property if necessary to perform work on the Project.
3. Upon completion of this work, the Owner shall be responsible for all future work activities associated with tree and/or sidewalk maintenance or improvements on their Property.
4. Owner agrees and recognizes that they remain responsible for all provisions of the Tualatin Municipal Code including but not limited to Chapter 2.02 regarding maintenance of trees and sidewalks and liability for sidewalk injuries.

In consideration for the City performing the work on the Project, Owner agrees by signing below to release, covenant not to sue and discharge the City of Tualatin, its City Council, officers, managers, employees, agents, insurers and all other related entities (hereinafter collectively called "the City") from and against any and all liability or claim arising out of the Project. The Owner represents by signing below that they are not aware of any pending claims resulting from the sidewalk condition that is the subject of this Agreement.



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Owner agrees that this release and covenant not to sue includes any and all claims and remedies available under any state, federal or local law or other authority, including but not limited to all claims arising under the Oregon or federal Constitutions, all statutes relating to wages, civil rights and all applicable contract, tort, and/or other common law or statutory theories and remedies.

Owner additionally agrees that the City shall not be liable for any damage to persons or property (including but not limited to irrigation systems, landscaping, etc.) resulting from any act or negligence of any person other than City itself, its agents and employees in regard to the Project. Furthermore, Owner agrees to hold harmless, defend (with counsel acceptable to City) and indemnify the City against all claims, loss, damage, liability and expense, including attorney fees, for injury or damage of every nature arising out of or resulting from such work, including without limitation, any act, omission, or negligence of you, or any agent, employee, or invitee of yours, excepting only those claims based on the sole acts or negligence of the City.

Owner further agrees that this Agreement constitutes the entire agreement between the City and Owner and supersedes and replaces any and all prior and contemporaneous representations or agreements, whether written or oral.

Owner acknowledges that they are signing this Agreement on a voluntary basis, that they accept the terms of this Agreement without any pressure or coercion from any representative of the City. Owner also acknowledges that you have fully considered all rights that Owner may be giving up or waiving under the terms of this Agreement and knowingly waives any claim that they have or may have.