

TOWN OF SLAUGHTER BEACH, DELAWARE WILDFIRE REDUCTION ASSISTANCE PROGRAM

2011 RESIDENT ASSISTANCE CONTRACT

THIS AGREEMENT, made this _____ day of August, 2011, between **THE TOWN OF SLAUGHTER BEACH**, party of the first part (hereinafter referred to as "Slaughter Beach") and _____, party of the second part (hereinafter referred to as the "Recipient").

The purpose of this project and the permission granted by the Recipient is to reduce wild land fires within Slaughter Beach on the Recipient's publicly & privately owned lands through mechanical and chemical control activities by removing the invasive plant species phragmities.

The Recipient agrees to participate in the Town's Wildfire Reduction Program provided with assistance from the Delaware Forest Service's Wild land Fire Program.

The Recipient agrees to and shall:

- Provide access to their property and identify all potential personal property that may be damaged in these activities.
- Provide reports to the community on the effectiveness of work performed by the community and its selected contractor.

The Town of Slaughter Beach shall:

- Provide a professional staff and any additional required staff on site during the project.
- Provide technical assistance, upon written request by the Recipient, to the Recipient regarding the program to reduce fire danger.

If the Recipient fails to meet the conditions specified in Section I of this contract, Recipient shall reimburse the Town of Slaughter Beach the costs associated with potential activities to be performed on the property.

The Town shall not be responsible for damages to the property or injuries to the person of the Recipient's agents, servants, or employees, or others who may be on the property at their invitation or the invitation of any one of them, arising from or incident to any government activities. Recipient shall hold the State harmless from any and all claims. Recipient shall indemnify, defend, and save the Town, its successors and/or assigns, harmless from and against any and all claims, suits, and liabilities, based upon damage to, or destruction of, any property or injury to any person arising out of or attributable to the performance or non-performance by Recipient (including but not limited to its employees, contractors, subcontractors or agents) of its obligation hereunder in the exercise of the Contract.

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement or by any written modification signed by both parties. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if set forth in such written document signed by each party hereto. It is mutually agreed by and between both parties that this Contract shall remain in effect until terminated by either party.

The Laws of the State of Delaware shall apply, except where Federal Law has precedence. The Recipient consents to jurisdiction and venue in the State of Delaware.

PARTICIPANT

DATE