



This Agreement (Agreement) is entered into by and between the County of San Diego (County) and the undersigned Property Owner(s) (Owner) for the purpose of participating in the Equity Driven Tree Planting Program (EDTPP), Private Property Tree Planting Initiative, for the property located at _____ (Property).

1. **Tree Planting:** The County agrees to provide tree(s) at no cost to the Owner for planting on the Property. The Owner agrees to plant the provided tree(s) in accordance with the planting guidelines established by the EDTPP and any applicable County regulations.
2. **Tree Care and Maintenance:** The Owner agrees to care for, maintain, and water the tree(s) as needed to ensure their health and proper growth for a minimum of three (3) years following the planting date. This includes, but is not limited to, watering, pruning, mulching, and pest management in accordance with the EDTPP guidelines and County regulations.
3. **Reporting:** The Owner agrees to report to the County confirming the successful planting of the tree(s) within 30 days of receiving the tree(s). Additionally, the Owner agrees to submit annual reports on tree health for a period of three (3) years (Reporting Period) following the planting date. These reports must be submitted to the County by date requested by the EDTPP program contact.
4. **Site Contact:** The Owner may designate a site contact(s) (Site Contact), such as a renter, property manager or caretaker of the Property, to participate in the EDTPP on behalf of Owner. The Site Contact must be made known to the County via this Agreement. The Owner is responsible for notifying the County with any changes to the Site Contact during the Reporting Period and the Owner will remain ultimately responsible for ensuring that all program requirements are met and that proper tree care is provided. The Site Contact will be the primary point of contact for communication, reporting, tree planting, care, and maintenance activities. The County reserves the right to request verification of the site contact's authority to participate on behalf of the Owner and may communicate directly with the Owner as necessary.
5. **Compliance:** The Owner agrees to comply with all EDTPP guidelines and other applicable County regulations pertaining to tree planting, care, and maintenance. Failure to comply may result in removal from the program and forfeiture of any benefits provided.
6. **Hold Harmless and Indemnification:** The Owner agrees to indemnify, defend, and hold harmless the County of San Diego and its officers, employees, and agents from any and all claims, damages, losses, expenses, and liabilities arising out of or related to the Owner's participation in the EDTPP or performance under this Agreement.

By signing this Agreement, the Owner affirms that they are the legal owner(s) of the Property and have the authority to enter into this Agreement.

Property Owner Name: _____

X

Property Owner Signature

Designation of Site Contact on behalf of the Owner (Optional):

The Owner(s) hereby authorize _____ (Site Contact name) to act as the designated contact for the EDTTP Private Property Tree Planting Initiative, and to participate on behalf of the Owner in all tree planting, care, maintenance, and reporting activities related to the Property. The Owner acknowledges and agrees that they remain ultimately responsible for ensuring compliance with all program requirements and proper tree care.

By signing this Agreement, the Site Contact affirms that they are the designated contact for the Property and have the authority to act on behalf of the Owner in participation of the EDTTP.

Site Contact Name: _____

X

Site Contact Signature