

COOPERATIVE & ACCESS AGREEMENT
Between
HARNEY COUNTY COOPERATIVE WEED MANAGEMENT AREA
And

This agreement is entered into between the Harney County Cooperative Weed Management Area (here after called CWMA) and _____ (hereinafter called Landowners) for the purpose of noxious weed treatment with in the Cities of Burns and Hines. Project goals are to reduce the weed populations with in city limits which provide large seed banks for contaminating our local forests and rangelands.

A. The CWMA will:

1. Coordinate the project with participating agencies and landowners.
2. Provide administrative support & map weed distribution
3. Coordinate/Communicate project needs and timing with applicator
4. Assure project is completed in accordance with the specifications as mutually agreed upon with landowner.

B. The Landowner will:

1. Accept responsibility to pay 100% of the applicator cost.
*This amount is due at the time of or before application.
2. Be present at property to be sprayed on either June 2nd or 3rd, 2007 (weather pending).
3. Assist the CWMA in accessing effectiveness of project from land owner's perspective.
4. **INDEMNITY: Landowner shall save and hold harmless the Sate of Oregon and it's Legislative Assembly, the Harney County Cooperative Weed management Area, and it's members and the officers, employees and agents of either, from all claims, suits or action of whatsoever nature resulting from or arising out of the activities of herbicide application, herbicide recommendation or any contractors or subcontractors, agents or employees under this Agreement.**

This agreement can be canceled by either party with in thirty (30) days written notice to the other party. In the event the landowner chooses to cancel the project prior to application, all funds disbursed to either party will be returned.

Contact people for the project will be:

Landowner or Agent,

Jesse Barnes, Coordinator
Harney County Weed Control
450 N. Buena Vista Ave.
Burns, OR 97720
541-573-8385 or 541-589-2696

THE UNDERSIGNED hereby certifies that he/she has control of said project and/or property and is thereby authorized to enter in to this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate through their duly authorized officials as of the last date written below:

Landowner /Agent

Date

Jesse Barnes, Coordinator

Date

Access Agreement

I, _____ hereby grant permission to a CWMA Representative/Applicator to access my property for the sole purpose of inventorying/treating weeds on my private land. This must be done to participate in the cost-share program offered by the CWMA. **I understand that this agreement requires actual contact prior to entry upon the land.**

Indemnity: the land owner shall save and hold harmless the State of Oregon, the CWMA, and Harney County, its officers, agents, employees and members, from all claims, suits, or actions of whatsoever nature resulting from or arising out of, the activities of the employees or agents under this agreement.

Signed this _____ day of _____ **2007**.

Landowner or Agent: _____
(Signature)

CWMA Representative: _____
(Signature)

Primary Contact Information: _____
Land line and/or Cell Phone Number