

Yosemite West Property & Homeowners, Inc.

Letter of Commitment for Participation in the Yosemite West Defensible Space Project

I/we _____

Print your name(s) above

(hereinafter called “Landowner”) give my/our commitment to participate in the Yosemite West Defensible Space Project. Landowner agrees to participate freely in the project. Landowner agrees and consents to fuel reduction work being undertaken on Landowner’s property.

Landowner agrees to defend, indemnify and hold harmless Yosemite West Property & Homeowners, Inc. (YWPHI) and Yosemite/Sequoia Resource Conservation and Development Council, and the officers, directors, agents, employees, members, and participants in both YWPHI and the Yosemite/Sequoia Resource Conservation and Development Council (collectively, the “Indemnitees”) from and against any and all liability of any type, including but not limited to, all claims, demands, costs, expenses, obligations, liabilities, judgments, losses, damages, recoveries, and deficiencies, including interest, penalties and reasonable attorney fees and costs arising from any acts, errors, or omissions of any of the Indemnitees in the performance of or in connection with or related to the fuel reduction services or other services of any type under the Yosemite West Defensible Space Project. The foregoing obligations of the Landowner are expressly intended to extend to and encompass liability arising from the sole and/or active negligence of any of the Indemnitees.

Landowner agrees that YWPHI is not obligated to provide services under the Yosemite West Defensible Space Project and is not liable in the event that it does not provide services for any reason, or for the negligent or incomplete performance of services under the Yosemite West Defensible Space Project.

The funds for the Yosemite West Defensible Space Project are limited and YWPHI may refuse or be unable to provide service to anyone.

This Letter of Commitment can be amended only by prior written notification of either party executing this Letter of Commitment.

Yosemite West Property & Homeowners, Inc.

7585 Henness Ridge Road, Yosemite National Park, CA 95389

www.YosemiteWest.org

Landowner agrees to participate in the Yosemite West Defensible Space Project in each of the following ways:

1. Landowner agrees to allow fuel reduction services to take place on Landowner's property. Landowner is the legal owner of the property where services will be performed. Landowner hereby agrees and consents to YWPHI and the contractor(s) designated by YWPHI under the Yosemite West Defensible Space Project entering Landowner's property for purposes of arranging for the performance of the below indicated services in connection with this project:

- Remove ladder fuels (fuels that provide vertical continuity between strata, thereby allowing fire to carry from surface fuels into the crowns of trees or shrubs with relative ease).
- Remove coniferous trees less than 6 inches in diameter at breast height (dbh) measured 5 feet from base, except hardwood trees (dogwood, oak, big-leaf maple, willow, alder).
- Create horizontal spacing between shrubs and horizontal and vertical spacing between shrubs and trees. The amount of space will depend on the steepness of the slope and size of the shrubs and trees.
- Reduce shrubs and trees near driveways and parking areas to provide 6 feet horizontal and 15 feet vertical clearance.
- Chip debris generated and blow chips back onto the property. Landowner agrees to comply with YWPHI and the contractor's decision on where chips are deposited.

Landowner agrees to flag any ladder fuels, coniferous trees less than 6" dbh or shrubs, using pink "Do Not Cut" flagging tape provided by YWPHI and available in the mailbox shed, that Landowner does *not* want removed, no later than May 1, 2011. The contractor(s) will *not* remove any single specimens of trees, ornamental shrubbery, plants used as ground cover, deciduous trees, or any trees larger than 6" dbh unless they act as a ladder fuel. The contractor(s) will remove limbs through the use of pole saws and is *not* responsible for removing any limbs that the contractor(s) cannot reach through the use of pole saws.

Landowner agrees that scheduling will be determined by YWPHI and the contractor(s) and that Landowner may *not* be able to arrange for fuel reduction services on a specific date and time.

2. Landowner agrees to maintain defensible space created by this project. The forest will grow back. Maintaining your defensible space can become part of your annual spring routine. The work will be easier, because this initial treatment will leave you with more defensible space.

3. Landowner acknowledges YWPHI's efforts to obtain the grant funding this project by supporting YWPHI activities.

Landowner has read this Letter of Commitment, understands its terms, and has voluntarily entered into these agreements.

Landowner Name(s):

Landowner Signature(s):


Local Address:

House Vacant Lot

Email:

Today's Date:

YWPHI Representative's Signature:



John Mock, Ph.D.
Chair, YWPHI Fire Safety Committee