

STATE OF UTAH

DIVISION OF FORESTRY, FIRE AND STATE LANDS

**PERMISSION TO ENTER PREMISES
TO PERFORM EVALUATION**

I/We the undersigned _____,
hereby represent we are owners of the property described herein and hereby grant permission for
personnel of the Utah Division of Forestry, Fire and State Lands of the Utah Department of Natural
Resources (the Division) to enter my/our _____ and assess the property
for participation in the fuel mitigation program during the period of _____. If
the Division and undersigned landowner(s) determine that the property is appropriate for inclusion
in the fuel mitigation program, “the Permission to Enter Premises and Perform Work” section of
this document (below) will be executed before any work is performed.

DATED this _____ day of _____, 20__.

LANDOWNER

LANDOWNER

PERMISSION TO ENTER PREMISES AND PERFORM WORK

I/We the undersigned _____ (Landowner) _____ hereby represent we are owners of the property described herein and hereby grant permission for personnel of the Utah Division of Forestry, Fire and State Lands of the Utah Department of Natural Resources (the "Division") to enter my/our property located at _____ (physical address) _____ and assess the property for participation in the fuel mitigation program during the period of _____ (project timeline) _____. Having consulted with a Division representative about potential actions on our property in relation to hazardous fuel reduction and being in agreement with what has been proposed, I/we grant permission to Division personnel or its authorized agents to enter our property identified above for purposes of performing the work agreed upon. Post project maintenance pursuant to the proposed alternatives have been clearly explained and I/We will perform to the best of our ability those requirements as outlined in the scope of work (attachment A) or work plan described below. As landowner(s) I/we understand and acknowledge that this project does not guarantee that structures or property will be free from damage or destruction in a fire. I/We further understand that the Division, or its authorized agents, will make every effort to adhere to the agreed upon scope of work or work plan. I/we hereby release and waive any liability against the Division, its employees and agents for any damage if it was caused during their good faith efforts to comply with the attached scope of work or work plan.

The Division acknowledges and agrees that it has assumed the sole obligation and duty to provide a safe workplace for its employees on the landowners' property and agrees that landowner(s) have no responsibility therefore. The Division agrees to defend, indemnify and hold harmless landowner(s) from and against all claims, losses, liability and suits for injury or damages which may be brought by employees or contractors of the Department of Natural Resources or its subcontractors against the landowner, except for claims, losses, suits or damages resulting from or arising out of the sole negligence or willful misconduct of landowner(s).

I/we understand that participation in this program is voluntary and can be terminated at any time for any or no reason including taking action inconsistent with this program. My/Our Participation is not intended to interfere with real property rights, nor have I/we agreed to set aside the project area in perpetuity for inclusion in the Wildland-Urban Interface program.

DATED this _____ day of _____, 20__.

LANDOWNER

LANDOWNER

DIVISION OF FORESTRY, FIRE
AND STATE LANDS

Work Plan:
