

Agreement for Cogongrass Eradication

This agreement is made and entered into this ____ day of _____, 200__ by and between The Georgia Forestry Commission (Herein referred to as the "GFC"), and _____ (herein after referred to as the "landowner") located at _____.

Witnesseth:

Whereas, the landowner is known to have an infestation of cogongrass, Imperata cylindrica (L.), and this plant is considered to be one of the 10 most noxious weeds in the world, and

Whereas, the eradication of this invasive plant has been deemed to be in the best interest of the natural resources of the State of Georgia, and

Whereas, the GFC, either directly or through a subcontractor, has the necessary skill, equipment, personnel, and licenses to apply herbicides to landowner's property in an effort to eradicate the cogongrass, and perform retreatments as necessary for a period of up to five years from the date of agreement signing, and

Whereas, the landowner wishes to allow the GFC to enter onto the landowner's property for the purpose of performing herbicide treatments;

Now, therefore, in consideration of the substantial benefit to the public from eradication of cogongrass, and the mutual covenants and agreements herein contained, the parties agree as follows:

1. **GFC Obligations**
 - a. The GFC shall at its expense:
 - i. Provide all labor, products, materials, vehicles, and equipment necessary to apply herbicide onto the landowner's property until the cogongrass is completely eliminated (if possible)
 - ii. Manage application of the herbicide such that all label instructions, state and federal laws are followed
 - b. The GFC shall have the right to use subcontractors to provide herbicide application treatments in accordance with this agreement.
2. **Landowner Obligations**
 - a. The landowner conveys the GFC the right to ingress and egress the property to make said herbicide treatments and check the effectiveness of the eradication efforts and plan for future treatments (if needed).
 - b. Clearly identify boundaries of the property if treatment area could be located on adjacent tracts.
 - c. If property is sold before the five year period concludes, this agreement will automatically transfer to the new owner
3. Cancellation of agreement – either party may cancel this agreement by notifying, in writing, the desire to cancel the remainder of this contract.
4. Condition of Premises – Risk of Loss The risk of damage to the property by casualty is hereby expressly assumed by each party, except that the GFC assumes the risk of damage or destruction of the landowner's property only if such damage or destruction is a result of the sole negligence of the GFC while on the property.
5. The general conditions of this Agreement contained in Exhibit A are incorporated by reference herein.

The Landowner has executed this agreement and the GFC has caused an authorized representative to execute this Agreement on its behalf, as of the date set forth above.

Georgia Forestry Commission

Landowner

By: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

Date: _____

Address: _____

P.O. Box 819
Macon, GA 31202-0819

Telephone: _____

Telephone: _____

Cell: _____

Cell: _____

e-mail: _____

e-mail: _____

APPENDIX A

1. Landowner hereby grants to GFC a license and permission to enter its property to provide herbicide treatments as provided in the Agreement in the manner GFC deems appropriate.
2. Indemnity, Release and Waiver: Landowner hereby warrants that Landowner is free to enter into and perform this Agreement. Landowner further covenants and agrees not to sue GFC for any and all claims, demands, rights and causes of action of whatever kind or nature arising from and by reason of any and all known and unknown, foreseen and unforeseen injuries, damages and the consequences thereof resulting from the limited use of the performance rights granted herein.
3. Choice of Law. Regardless of the place of execution of this Agreement, the parties submit to the exclusive jurisdiction and venue of the superior court or state court of Fulton County, Georgia, for the purpose of enforcing this Agreement or any dispute arising from it. This Agreement will be governed by the laws of Georgia, excluding any conflicts or choice of law rule, which might otherwise refer its construction or interpretation to foreign law.
4. Entire Agreement. This Agreement constitutes the entire agreement with respect to the subject matter contained herein and supersedes all previous communications between the Parties pertaining to the subject matter hereof.
5. Relationship of Parties. This Agreement shall neither be deemed nor construed to create a joint venture or partnership between GFC and Landowner, nor shall this Agreement be deemed or construed as making either Party the agent or representative of the other Party. Neither Party shall have the authority to bind the other Party in any respect.
6. Modifications. The terms of this Agreement may not be modified, waived, amended, discharged, terminated or supplemented, or otherwise changed, except by a written document executed by an authorized representative of each Party.
7. Severability. If any provision of this Agreement, as applied to either party or to any circumstance, shall be adjudged by a court to be void or unenforceable, whether at law or in equity, the same shall in no way affect any other provision of this Agreement, or the validity or enforceability of this Agreement.
8. Successors and Assigns. This Agreement shall be binding upon the Parties, their successors and assigns. This Agreement is not assignable without the approval of the other party except as may be expressly otherwise provided.
9. Construction of Agreement. Each Party acknowledges participating in the negotiation of this Agreement and further acknowledges that no provision of this Agreement shall be construed against or be interpreted to the disadvantage of any Party hereto by any court or other governmental or judicial authority by reason of such Party having or deemed to have structured, dictated or drafted such provision.
10. Execution of Additional Documents. Landowner and GFC agree to execute such other and additional documents reasonably requested to effect the intent of the matters set forth herein.
11. No Assignment. Except as provided in paragraph 2.c of the agreement, neither the GFC nor Landowner shall assign this Agreement in whole or in part, without the prior express and unequivocal written consent of the non-assigning Party, which consent may be withheld for any reason whatsoever. Any such attempted assignment without prior written consent of the non-assigning Party shall be void. In the case of any authorized assignments, the assignor and assignee shall remain liable with respect to all duties and obligations hereunder, unless the non-assigning Party shall agree otherwise in writing. Notwithstanding the above, the GFC may, without prior consent, assign the rights hereunder to another state entity with requisite power to carry out the duties and obligations of the GFC.
12. Notice. All notices shall be in writing and shall be given by personal delivery, registered or certified mail, or by telefax at the addresses shown above, or such other address or addresses as may be designated by either party. Notice to GFC shall be directed to the Executive Director. Notice shall be deemed given when mailed or faxed (with an electronic receipt), except that notice of change of address shall be effective only from the date of its receipt.