

Memorandum of Understanding

1. DEFINITIONS

- a. "OPRF" means Oakland Parks and Recreation Foundation, its agents, representatives, and assigns.
- b. "CAL FIRE" means the California Department of Forestry and Fire Protection, its agents, representatives, and assigns.
- c. "GRANT" means Grant 8GG14416, the "Trees for the Oakland Flatlands Grant", a Green Trees for the Golden State grant administered by CAL FIRE.
- d. "TREE RECIPIENT" means the OWNER of the parcel of private property where a tree has been installed under the GRANT, including, but not limited to, the OWNERS' family members, trustees, heirs, assigns, agents, representatives, renters and lessees.

2. PURPOSE

The purpose of this agreement is to ENSURE that TREES installed on PRIVATE PROPERTY under the GRANT

- a. shall be healthy, thrive, grow to full height, to an extent typical of healthy specimens of their respective species;
- b. shall be adequately mulched and watered by TREE RECIPIENT;
- c. shall be properly pruned and weeded by TREE RECIPIENT; and
- d. shall NOT be cut down within FORTY YEARS of the date of installation, except in cases of disease or danger to persons or property if so determined by a qualified professional (i.e. a ISA Certified Arborist, ASCA Consulting Arborist, or CA Registered Professional Forester).

3. OPRF SHALL

- a. use best efforts to select an appropriate tree for the location, as well as preferences of the TREE RECIPIENT; and
- b. provide information and advice to TREE RECIPIENT to support TREE RECIPIENT in proper care and maintenance of the tree(s).

4. TREE RECIPIENT SHALL

- a. use best efforts to learn about, care for, protect, and maintain tree(s) installed on their property;
- b. hold OPRF harmless for any and all claims for arising from the tree(s) installed on their property, including claims of third parties;
- c. indemnify and defend OPRF against any claims made by third parties related to damages arising from the tree(s) installed on their property¹;
- d. cooperate with any request by OPRF or CAL FIRE for access to the tree(s) for inspection and monitoring the health and condition of the tree(s);
- e. alert OPRF if pests, infestations, diseases, or other problems are detected on the tree;
- f. implement OPRF's recommendations or advice regarding care of the tree(s);
- g. inform, instruct, hire and supervise their family members, trustees, heirs, assigns, agents, representatives, and lessees in their obligations under this agreement; and
- h. include a copy of this agreement when renting, leasing, or selling the property where the tree(s) was/were installed.

TREE RECIPIENT

Date: _____

Signature: _____

Printed Name: _____

Street Address: _____

OPRF REPRESENTATIVE

Date: _____

Signature: _____

Printed Name: _____

¹ OPRF recommends that TREE RECIPIENT review their property insurance policy with their insurance agent, as damage caused by trees is usually covered, as long as the tree is pruned and cared for properly.