

**ACCESS AGREEMENT FOR COGONGRASS TREATMENT**

KNOW ALL MEN BY THESE PRESENTS, that on this the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, the undersigned \_\_\_\_\_, as the owner of the property identified below, or the authorized agent thereof, hereinafter "Landowner," does hereby grant to Larson & McGowin, Inc. and others designated below, a right of access to the property for the purpose of treating the infestation of cogongrass thereon, on the following acknowledgements, terms and conditions:

WHEREAS, Larson & McGowin has been awarded a contract by the Alabama Forestry Commission ("AFC") to serve as Program Coordinator for Alabama's War on Cogongrass;

WHEREAS, cogongrass, *Imperata cylindrica (L.)*, is a non-native, invasive plant considered to be one of the most invasive weeds in the world, the control of which will be in the best interest of Landowner and the State of Alabama;

WHEREAS, the property of Landowner is known or believed to have an infestation of cogongrass and Landowner desires the treatment thereof by herbicide application;

WHEREAS, as Alabama's Cogongrass Program Coordinator, Larson & McGowin, in consultation with the AFC, either directly or through subcontractors, vendors, or other designees, has the necessary skill, equipment, personnel, and licenses to identify, map, treat, and audit the treatment of cogongrass;

NOW, THEREFORE, in consideration of benefits derived from the treatment of cogongrass on Landowner's property, Landowner grants access to the property to Larson & McGowin and others designated below, and further agrees as follows:

1. The property made the subject of this Agreement is identified as follows: \_\_\_\_\_ located in \_\_\_\_\_ County. Landowner warrants that Landowner is the owner of the property or is the authorized agent of the owner, and has full authority to grant the license and permission and make the other agreements provided for herein.
2. Landowner hereby grants a license and permission to enter the property for the purpose of making herbicide treatments to cogongrass and for all associated purposes including, without limitation, identifying and mapping the infestation, the treatment and re-treatment of cogongrass, and auditing the effectiveness of treatments and/or re-treatments. Such license and permission shall be for the duration two years from the date of this Agreement; provided, however, Landowner may terminate this Agreement by giving written notice of such termination by certified mail to Larson & McGowin, c/o Ernest Lovett, P.O. Box 2143, Mobile, AL 36652. Termination shall be effective upon receipt of such notice.
3. The license and permission granted herein shall extend to Larson & McGowin, the AFC, and their employees, officers, contractors, subcontractors, vendors, and auditors.
4. Landowner agrees to cooperate in identifying areas infested with cogongrass and identifying the boundaries of the property in areas where the infestation may overlap Landowner's property and property of others.
5. Because the costs of treatment are being funded by the AFC with funds granted under the 2009 American Recovery and Reinvestment Act, Landowner agrees not to apply or qualify for additional federal cost share programs for the control of cogongrass for the same acreage treated/re-treated in any year pursuant to this Agreement. Landowner further acknowledges that because the treatment is being funded by federal grant, information as to the location, size and extent of infestation, the chemical(s) and amounts thereof used, and other operational information collected by Larson & McGowin and its contractors will be compiled and stored in an electronic data base and may be accessed by auditors or inspectors of the AFC, U.S. Forest Service, or other governmental agencies.
6. Landowner does hereby release Larson & McGowin, the AFC, and their officers and employees from any and all claims, demands, causes of action, and/or liabilities of any nature whatsoever arising from acts or omissions of any person or entity in any manner relating to this Agreement. Landowner hereby releases the contractors, subcontractors, and vendors of Larson & McGowin from any claims, demands, causes of action, and/or liabilities of any nature whatsoever arising from acts or omissions committed directly in the performance of the services for which they were contracted or engaged.
7. Landowner agrees that this Agreement shall be binding on Landowner's successors and assigns, and that during the effective period of this Agreement Landowner will give notice thereof to the purchaser of any portion of or an interest in the property.

IN WITNESS WHEREOF, the Landowner has executed this Agreement as of the date set forth above.

LANDOWNER

Signature: _____	Address: _____
Printed Name: _____	Telephone: _____
Title (If Applicable): _____	Cell Phone: _____
	E-Mail: _____