



DEPARTMENT OF PUBLIC WORKS
Borough of Elmwood Park
201 796-1009
Municipal Building
BERGEN COUNTY, NEW JERSEY 07407

SCOTT J. KARCZ
Director of Public Works

Property Owner Permission and Liability Release Agreement

The Borough of Elmwood Park is participating in a program to plant trees throughout the Municipality in an effort to promote a betterment in our environment and improve the overall aesthetic appearance and promote a more clean and healthier environment. As part of this effort, Borough employees from the DPW and or local volunteers will be providing the services of planting the trees throughout the Community.

This agreement is intended to grant and allow the Borough employees from the DPW and or local volunteers permission to access and enter into your private property for the planting of the trees requested by the landowner, as well as to release and hold harmless the Borough from any and all liability arising or could arise from that entry and or access onto said private property.

I, _____ the property owner, hereby grant permission to the Borough of Elmwood Park its employees, agents and or its volunteers, and necessary project partners, to enter my private property located at:

_____, for the sole purpose of planting the requested trees by me on my property.

I agree that my permission is granted on a voluntary basis and I have neither received nor expect to receive any form of compensation in exchange for my permission.

I further agree that, I as the private property owner, shall be responsible for the maintenance, care, and removal of the planted tree, including and not limited to trimming, pruning and removal, as it becomes necessary. I acknowledge that by granting this permission, will increase value to my property, and that the Borough shall not be responsible for any future maintenance or care for the tree, and I further acknowledge that the Borough is providing said tree at no cost to me the property owner.

I agree to hold the Borough of Elmwood Park, its employees, agents and its volunteers, and necessary project partners, harmless from and forever discharge them from any and all liability for damages, injury, or loss which may be sustained as a result of their entry into my private property described in this agreement.

Date: _____

Property Owner

Signature

Print Name

Release can be sent to Borough of Elmwood Park 182 Market Street Elmwood Park, NJ 07407 attention :DPW or emailed to Jpinnola@elmwoodparknj.us