

Phone (559) 673-3514

www.madera-id.org

General Manager

Thomas Greci

Assistant

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Dina Cadenazzi Nolan

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John P. Kinsey



12152 Road 28 1/4
Madera, CA 93637

Board of Directors

Division 1

David Loquaci

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Division 3

Brian Davis

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Brandon Bishel

Division 5

Carl Janzen

**Application to Encroach on
Madera Irrigation District Land / Right-of-Way**

Permit No. _____

Request Date: _____

APPLICANT INFORMATION

Name ("Applicant"): _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Email: _____

CONTRACTOR INFORMATION

Name ("Contractor"): _____ Phone: _____

LOCATION OF ENCROACHMENT

Applicant and Contractor hereby request permission to access and/or construct on Madera Irrigation District land or right-of-way and/or facilities of the nature, location and purpose described below:

Type of works and/or facilities: _____

MID canal/pipeline name(s): _____

Start Date: _____ End Date: _____

PAYMENT INFORMATION

Non-refundable Permit Fees (Cash or Check only)

Encroachment Fee (\$1,000): _____ Inspection Fee (\$300/week of access/construction): _____

Total Payment Due: _____ Payment Received Date (Must be Paid in Advance): _____

Check No. _____ Cash Received: _____

REQUIRED DOCUMENTS & COPY of LIABILITY INSURANCE

Required Documents from Applicant:

- Valley Fever Acknowledgement Disclosure-Assumption of Risk
- Certificate of Insurance & Endorsements

Required Documents from Contractor:

- Valley Fever Acknowledgement Disclosure-Assumption of Risk
- Certificate of Insurance & Endorsements

The issuance of this Permit is conditioned upon Applicant’s and Contractor’s compliance with the Madera Irrigation District General Terms and Conditions for Encroachment, which are attached hereto as **Attachments 1 and 1-A**.

The issuance of this Permit is also conditioned upon Applicant’s and Contractor’s review of the Valley Fever Fact Sheet attached hereto as **Attachment 2**. Applicant and Contractor shall cause any of their respective employees, agents, or representatives who enter onto the Site to execute the Acknowledgement of Receipt of the Valley Fever Fact Sheet attached hereto as **Attachment 2-A**, and the Disclosure-Assumption of Risk, Release, Waiver, Indemnity and Hold Harmless Agreement attached hereto as **Attachment 3**. Such documents must be executed by any person seeking to enter onto the Site, and returned to the District prior to that person’s entry onto the Site.

APPLICANT:

CONTRACTOR:

Signature: _____

Signature: _____

Name: _____

Name: _____

Its: _____

Its: _____

APPROVED BY:

MADERA IRRIGATION DISTRICT

Signature: _____

Name: Thomas Greci

Its: General Manager

ATTACHMENT NO. 1

GENERAL TERMS AND CONDITIONS FOR ENCROACHMENT PERMIT

The issuance of this Permit is conditioned on the following terms and conditions:

1. The Applicant agrees that in the event the permit is granted and agreed upon by Madera Irrigation District (MID or District):
 - a. Activities undertaken by Applicant (“Works”) shall be at Applicant’s sole expense.
 - b. Works shall conform to MID’s standards and shall be constructed and maintained to the satisfaction of MID.
 - c. Works shall be performed and constructed in such manner as to preclude interference with the operations of MID, including deliveries of irrigation water to MID growers.
 - d. This permit upon issuance, unless otherwise noted, is terminable at any time, for any reason at the will of MID. In the event, MID determines to terminate this permit, it shall give Applicant notice in writing stating the time of termination. Upon termination, all Works shall be removed at Applicant’s expense.
 - e. Applicant shall be responsible for any damage to the property of MID. Any repairs or loss of service to MID water users will be at the sole expense of the Applicant.
 - f. Applicant and proposed Work will comply with all applicable Federal, State and Local laws, ordinances, and regulations at all times. All proposed Work must be completed by a licensed professional/contractor.
 - g. Applicant shall at all times maintain insurance of such amounts as District may require for the protection of both District and Applicant which may arise from the Applicant’s exercise of the application and/or performance of Work, including any work performed by Applicant’s subcontractor, Attachment 1-A contains District insurance requirements.
 - h. Applicant shall indemnify the District, Board of Directors, officers, agents, employees, volunteers, and consultants and hold them harmless from any and all loss, damage, claim, expense, including without limitation attorney’s fees and costs, or liability resulting from injury to or death of persons or injury to property arising out of or in any way connected with the Applicant’s exercise of the application and/or performance of the Work, including any work performed by Applicant’s subcontractor. Upon the District’s request, Applicant shall defend any suit asserting a claim covered by this indemnity.
 - i. The Applicant shall provide the District a schedule of start and end of project so that MID can observe and inspect during and at completion. Contact the Engineering Department at (559) 673-3514 at least 48 hours in advance of the project start.

2. This permit, upon issuance, is given subject to existing rights-of-way in favor of the public or third parties for highways, roads, railroads, telegraph, telephone and electric transmission lines, and canals, laterals, ditches, flumes, siphons, and pipelines on, over and across the MID's lands.
3. This permit, upon issuance, in no way constitutes any surrender or subordination by MID of its jurisdiction and supervision over all or any part of the lands herein involved.
4. Conditions of this permit shall be binding upon owners, heirs, or assigns in succession. Applicant shall not assign this permit or its proceeds without the prior written consent of the District, which consent is at the sole and absolute discretion of the District. Any unauthorized assignment shall be void. Any such assignment shall not release Applicant from its duty to the District to discharge its obligations and liabilities hereunder, and any assignee shall take subject to all the rights of the District herein provided. If Applicant is given written consent to assign this Agreement, Applicant bind its assignee(s) to all the terms and provisions of this Agreement.
5. MID has the right to remove said encroachment at Applicant's expense at any time deemed necessary by MID in its absolute discretion.
6. This permit is granted assuming all other required permits have been obtained from Federal, State and Local agencies.

ATTACHMENT NO. 1-A

MID INSURANCE REQUIREMENTS FOR ENCROACHMENT PERMITS

Recommended Clarifying Language: If the Applicant is a Developer or Contractor that is actually doing work on the Madera Irrigation District right-of-way, the Insurance Requirements and Additional Insured endorsements stated below shall apply to that Developer or Contractor. If the Applicant contracts with another person or entity to actually encroach on the Madera Irrigation District property and perform work, the person or entity (Contractor and subcontractor) actually doing the work shall comply with the Insurance Requirements and Additional Insured endorsements stated below. It is the express intent of this Encroachment Permit to protect the Madera Irrigation District as an insured under a commercial general liability coverage of the person or entity actually doing the work on the Madera Irrigation District right-of-way or property. It is the responsibility of the Applicant to make sure that the person or entity actually doing the work complies with the insurance requirements in this Encroachment Permit.

Minimum Insurance Requirements: The Applicant (including any contractors or subcontractors hired to do any work) shall procure and maintain for the duration of the proposed encroachment, insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the proposed encroachment and the activities of the Applicant, guests, agents, representatives, employees or contractor and subcontractors. The Applicant shall provide and maintain the following commercial general liability, automobile liability, workers' compensation coverages as permitted by law:

Coverage: Coverage shall be at least as broad as the following:

1. **General Liability – Commercial General Liability (CGL):** Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury and personal & advertising injury with limits of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If Commercial General Liability Insurance or other form with a general aggregate limit, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 25 03, or ISO CG 25 04, or insurer's equivalent endorsement provided to Madera Irrigation District) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability -** Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Contractor has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Madera Irrigation District, its directors, officers, employees, and authorized volunteers for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Madera Irrigation District; but this provision applies regardless of whether or not the Madera Irrigation District has received a waiver of subrogation from the insurer.

If the Applicant maintain broader coverage and/or higher limits than the minimums shown above, the Madera Irrigation District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Applicant and Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Madera Irrigation District.

Other Required Provisions: The Commercial General Liability policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** Madera Irrigation District, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 12 05 09 or for projects including construction ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 including ongoing and completed operations), as respects: liability arising out of the work or activities performed by or on behalf of the Applicant including materials, parts, or equipment furnished in connection with such work or operations, and automobiles owned, leased, hired or borrowed by the Applicant. The coverage shall contain no special limitations on the scope of protection afforded to Madera Irrigation District, its directors, officers, employees, and authorized volunteers.
2. **Primary Coverage:** For any claims related to this project, the Applicant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the Madera Irrigation District, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the Madera Irrigation District, its directors, officers, employees, and authorized volunteers; shall be excess of the Applicant's insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Madera Irrigation District.

Acceptability of Insurers: Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII, or equivalent or as otherwise approved by Madera Irrigation District.

The Applicant agrees and he/she will comply with such provisions before commencing project. All of the insurance shall be provided on policy forms and through companies satisfactory to Madera Irrigation District. The Madera Irrigation District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration and Endorsement pages. Failure to continually satisfy the Insurance requirements is a material breach of contract.

Verification of Coverage: Applicant shall furnish the Madera Irrigation District with certificates and amendatory endorsements effecting coverage required by the above provisions. All certificates and endorsements are to be received and approved by the Madera Irrigation District *at least five days* before the Applicant commences activities.

Contractors and Subcontractors

Applicant shall require and verify that all contractors and subcontractors maintain the liability insurance requirements stated herein, and Applicant shall ensure that Madera Irrigation District, its directors, officers, employees, and authorized volunteers are additional insureds on the commercial general liability insurance policy of all contractors who hire subcontractors to perform work on the scheduled project with a form at least as broad as CG 20 38 04 13.

Continuation of Coverage: The Applicant (including any Contractors) shall, upon demand of Madera Irrigation District, continue the required liability coverages for at least three (3) years after completion of the project. Contractor further waives all rights of subrogation under this agreement. When any of the required coverages expire during the term of this agreement, the Homeowner or Contractor shall provide a renewal Certificate including the Additional Insured endorsement to the Madera Irrigation District at least ten (10) days prior to the expiration date.

Other Considerations/Exceptions:

When the Madera Irrigation District determines that any work may involve potential environmental pollution liability, the Commercial General Liability policy shall include **Contractor's Pollution Liability** –with limits no less than \$5,000,000 per occurrence or claim, and \$10,000,000 policy aggregate.

If Homeowner applying for Permit – Homeowner will provide Homeowners Insurance with liability limits minimum of \$500,000 per occurrence applicable per project and per location. The Homeowners Policy shall also be endorsed with the Madera Irrigation District, its directors, officers, employees, and authorized volunteers with as an Additional Insured; or If the Homeowner contracts with another person or entity to actually encroach on the Madera Irrigation District property and perform work, the person or entity (contractor) actually doing the work shall comply with the Indemnification language, insurance requirements and additional insured endorsements stated in this agreement.

Valley Fever Fact Sheet

What is Valley fever?

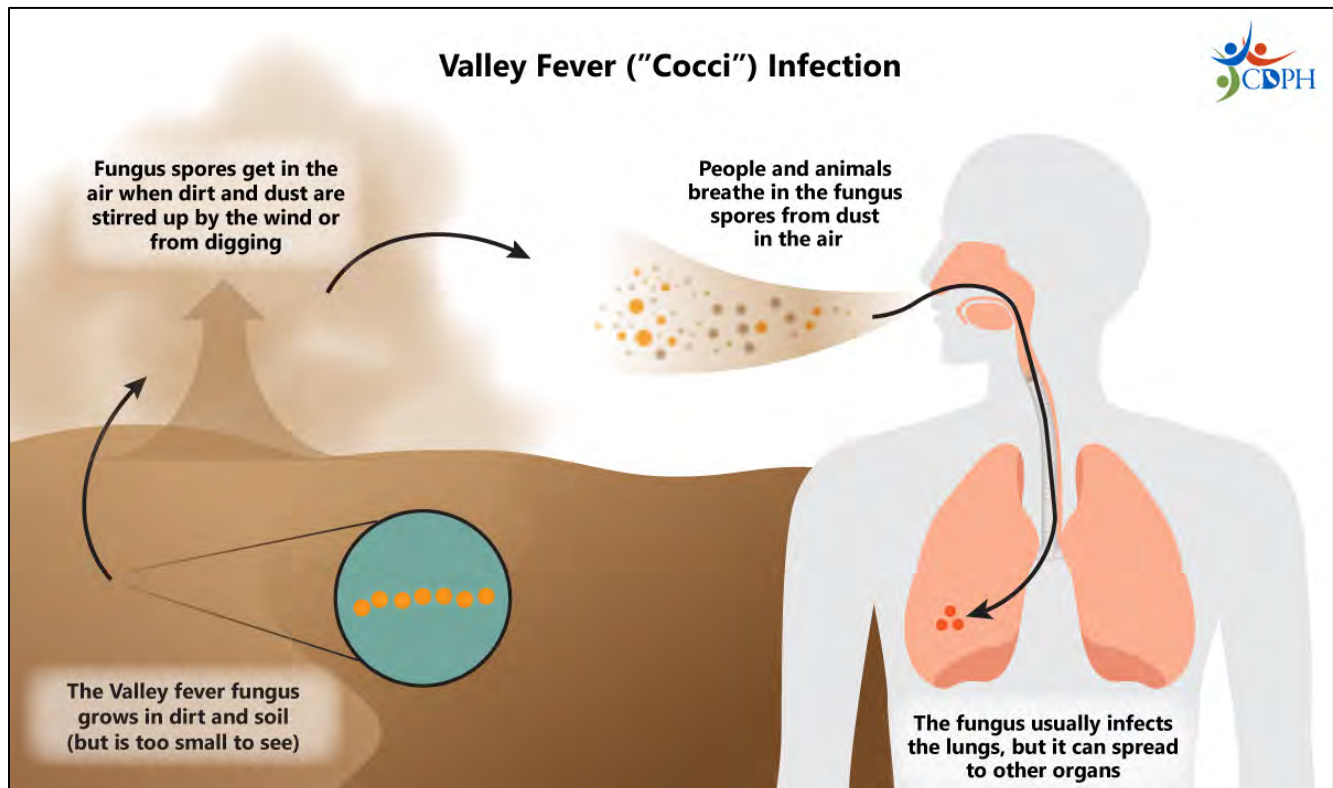
Valley fever (also called coccidioidomycosis or “cocci”) is an infectious disease caused by the *Coccidioides* fungus that lives in the soil and dirt in certain areas of California and the southwestern United States. If you breathe in this fungus from dust in the air, it can infect your lungs and cause symptoms such as cough, fever, chest pain, or tiredness. Some people with Valley fever may develop severe disease, which may require hospitalization. In rare cases, the infection can spread beyond the lungs to other parts of the body (this is called disseminated Valley fever).

In California, the number of reported Valley fever cases has greatly increased in recent years. Since 2000, the number of cases has increased from less than 1,000 cases to more than 9,000 cases in 2019.

How do people get Valley fever?

People can get Valley fever by breathing in dust that contains spores of the *Coccidioides* fungus. Like seeds from plants, a fungus grows and spreads from tiny spores that are too small to see. When soil or dirt are stirred up by strong winds or while digging, dust containing these fungal spores can get into the air. Anyone who lives, works, or visits in an area where the Valley fever fungus grows can breathe in these fungal spores without knowing it and become infected.

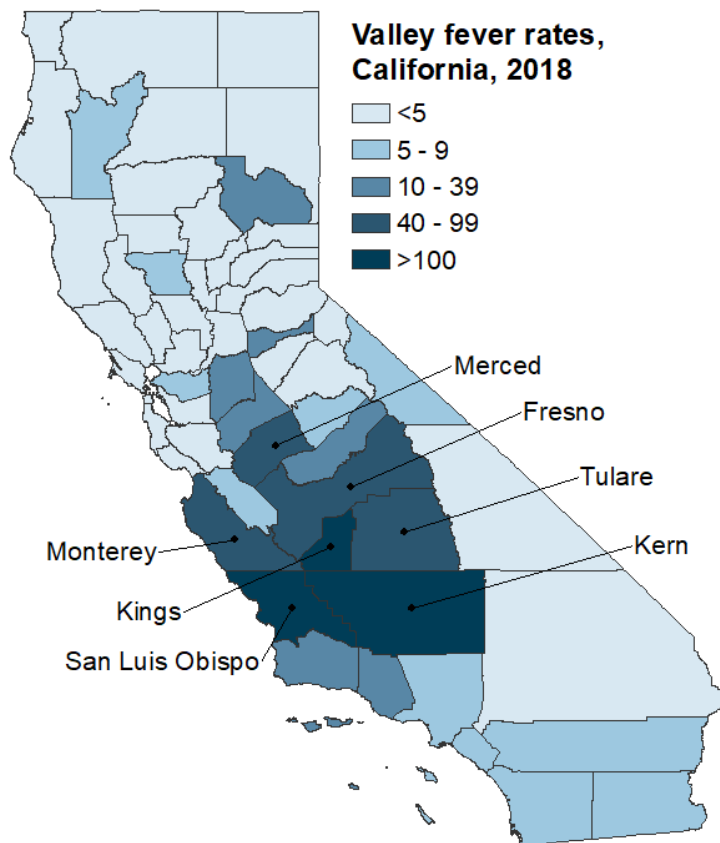
Animals, including pets, can also become infected by breathing in fungal spores. Valley fever is not contagious and cannot spread from one person or animal to another.



When and where do people get Valley fever?

People can get Valley fever any time of the year, but more people are likely to be infected with the fungus that causes Valley fever in the late summer and fall than at other times of the year.

People are more likely to get Valley fever if they live, work, or visit in areas where the fungus grows in the soil or is in dust in the air. There is no test available to see if the Valley fever fungus is growing in the soil in certain areas, but we do know that Valley fever has been diagnosed in people living in counties throughout California. Most cases of Valley fever in California (over 65%) are reported in people who live in the Central Valley and Central Coast regions. The map below shows the rates of reported Valley fever cases by county in California, with darker shaded counties having higher rates than lighter shaded counties.



Rates of reported Valley fever cases per 100,000 population. Darkest colored counties had the highest rates of Valley fever.

Outside of California, Valley fever occurs in Arizona, and some areas of Nevada, New Mexico, Utah, and Texas, and parts of Mexico and Central and South America.

What are the signs and symptoms of Valley fever?

Most people (about 6 in 10) infected with Valley fever have no symptoms, and their bodies will fight off the infection naturally. People who do get sick usually develop symptoms 1–3 weeks after breathing in the fungus.

Valley fever usually infects the lungs, and some people can develop respiratory symptoms or pneumonia (a lung infection). People who get sick may have some of the following symptoms:

- Fatigue (tiredness)
- Cough
- Chest pain
- Fever
- Rash on upper body or legs
- Headaches
- Muscle or joint aches
- Night sweats
- Unexplained weight loss

Some of these symptoms are similar to those of other common illnesses (including COVID-19 and the flu), but Valley fever symptoms can last a month or more.

Most people fully recover from Valley fever. In rare cases, Valley fever can spread to other parts of the body and infect the brain, joints, bone, skin, or other organs. This form of Valley fever can be very serious and fatal.

How is Valley fever diagnosed and treated?

If you have Valley fever symptoms that last more than a week, talk to a healthcare provider. Since Valley fever symptoms are similar to those of other common illnesses, your provider may order a blood test or other tests (such as a chest x-ray) to help diagnose Valley fever.

Treatment may not be needed for mild infections, which can sometimes get better on their own. However, all people with symptoms should see a healthcare provider who can determine if treatment is needed. There are no over-the-counter medications to treat Valley fever.

If you are diagnosed with Valley fever, it is very important to follow the instructions given by your healthcare provider about treatment, follow-up testing, and appointments.

If a person has had Valley fever before, can they get it again?

If a person has already had Valley fever, their immune system will most likely protect them from getting it again. Although it is rare, some people who have already had Valley fever could get sick again if their immune system weakens because of certain medical conditions (such as cancer) or by taking certain medications, like those for cancer, organ transplant, or autoimmune disease.

Are certain people at greater risk for Valley fever?

Anyone can get Valley fever, including healthy adults and children. Certain groups may be at higher risk of getting Valley fever, and other groups may be at higher risk of having severe or disseminated disease if infected.

People at higher risk of getting Valley fever:

People who live, work, or travel in areas with high rates of Valley fever (see map above) may be at higher risk of getting infected than others, especially if they:

- Participate in outdoor activities that involve close contact to dirt or dust, including yard work, gardening, and digging
- Live or work near areas where dirt and soil are stirred up, such as construction or excavation sites
- Work in jobs where dirt and soil are stirred up or disturbed, including construction, farming, military work, and archaeology
 - If you work in a job where dirt or soil is disturbed in a place where Valley fever is common, you and your employer may want to review the [CDPH website for preventing work-related Valley fever](#).

More cases of Valley fever have been reported among men than among women, and among adults than among children. Work and outdoor exposure among adult men may explain the higher rates of Valley fever in this group.

People at higher risk of having severe or disseminated Valley fever if infected:

- Older adults (60+ years old)
- People who are Black or Filipino
- Pregnant women, especially in the later stages of pregnancy
- People with diabetes
- People with health conditions that weaken their immune system such as:
 - Cancer
 - Human immunodeficiency virus (HIV) infection
 - Treatment with chemotherapy, steroids, or other medications that affect the immune system
 - Organ transplant

How can I help reduce my risk of getting Valley fever?

It is very difficult to avoid breathing in the Valley fever fungus in areas where it is common in the environment. People who live, work, or travel in these areas can try to avoid spending time in dusty areas as much as possible to reduce the risk of breathing in the Valley fever fungus from dust in the air. There is no vaccine to prevent Valley fever.

Some practical tips may help reduce the risk of getting Valley fever. It is important to know that these steps have not been proven to prevent Valley fever.

Avoid dust in places where Valley fever is common (where Valley fever rates are high):

- Stay inside and keep windows and doors closed when it is windy outside and the air is dusty, especially during dust storms.
- Consider avoiding outdoor activities that involve close contact to dirt or dust, including yard work, gardening, and digging, especially if you are in one of the groups at higher risk for severe or disseminated Valley fever.
- Cover open dirt areas around your home with grass, plants, or other ground cover to help reduce dusty, open areas.
- While driving in these areas, keep car windows closed and use recirculating air, if available.
- Try to avoid dusty areas, like construction or excavation sites.
- If you cannot avoid these areas, or if you must be outdoors in dusty air, consider wearing an N95 respirator (a type of face mask) to help protect against breathing in dust that can cause Valley fever.
 - N95 respirators are available at drugstores and hardware supply stores.
 - To be effective, N95 masks must be fitted properly. Instructions can be found on several websites, including the [U.S. Centers for Disease Control and Prevention instruction video for using disposable respirators](#).

When digging in dirt or stirring up dust in areas where Valley fever is common:

- Stay upwind of the area where dirt is being disturbed.
- Wet down soil before digging or disturbing dirt to reduce dust.
- Consider wearing an N95 respirator (mask).
- After returning indoors, change out of clothes if covered with dirt.
 - Be careful not to shake out clothing and breathe in the dust before washing. If someone else is washing your clothes, warn the person before they handle the clothes.

What is being done about Valley fever in California?

The California Department of Public Health (CDPH) and local health departments track cases of Valley fever and monitor the number of people who get sick with Valley fever in California.

CDPH also reviews data and investigates outbreaks of Valley fever to better understand:

- Where Valley fever is most common
- Who is most affected by Valley fever
- If disease trends of Valley fever are changing
- How people can reduce their risk of getting Valley fever

CDPH also works to raise awareness of Valley fever among healthcare providers and the public and provides information to employers to help prevent Valley fever in the workplace.

Where can I get more information about Valley fever?

Contact your local health department or visit [CDPH's Valley fever website](#) for more information about Valley fever. You can also visit the [CDC's Valley fever website](#).

Updated June 2021

ATTACHMENT NO. 2-A

**ACKNOWLEDGEMENT OF RECEIPT OF COPY FROM THE
STATE OF CALIFORNIA – HEALTH AND HUMAN SERVICES
AGENCY – REGARDING VALLEY FEVER
(COCCIDIOIDOMYCOSIS)**

By my signature below, I acknowledge that I have read and understand and received a copy of the State of California – Health and Human Services Agency – Regarding Valley Fever (Coccidioidomycosis)

Signature

Date

ATTACHMENT NO. 3

Phone (559) 673-3514

www.madera-id.org

General Manager

Thomas Greci

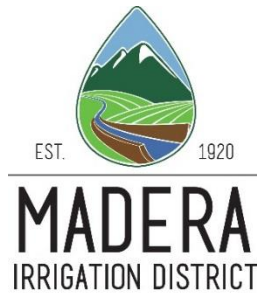
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Disclosure-Assumption of Risk, Release, Waiver, Indemnity and Hold Harmless Agreement

NOTICE: This is a legally binding agreement between Madera Irrigation District (referred to herein as “MID”), a California irrigation district with its principal office at 12152 Road 28 ¼, Madera, CA 93637, and the individual signing below (referred to herein as “you”).

- 1) **Introduction.** MID is asking you to sign this agreement because you desire and intend to enter onto property owned or operated by or for MID (referred to collectively herein as the “Property”). This agreement serves to provide you with information and obtain your release of liability and waiver of rights for MID, its board members, officers, agents and employees, and successors of the foregoing (referred to collectively herein as the “Released Parties”) for injuries that you or your property may suffer as a result of you entering onto the Property. Please read this agreement carefully and sign it only if you fully understand its contents.
- 2) **Disclosure/Acknowledgment.** Entering onto the Property, much of which is undeveloped and is rural in nature, presents various dangers and hazards to you. The list of dangerous conditions below serves to warn you and make you aware, appreciate and understand that dangerous conditions, risks and hazards exist on the Property, both obvious and latent, both natural and man-made. By signing this agreement and entering onto the Property, you accept the condition of the Property and acknowledge and accept that entering onto the Property has inherent risks, hazards and dangers, most of which cannot be eliminated and which cannot all be listed herein. Those risks, hazards and dangers potentially include, but are not limited to:
 - a) **Wildlife.** Animals, reptiles and insects, some of which are poisonous.
 - b) **Geography and Weather.** Uneven ground, holes, caves, cliffs, crumbling or loose soil, rocks, ditches, uneven roads, muddy spots and man-made changes to the terrain. Standing, running, detained and deep water. Sharp brush and branches. Exposure to cold, heat, rain, sun, flooding, lightning, and strong winds.
 - c) **Improvements.** Water, irrigation, oil and gas, and electric lines, pumps, agricultural and farm improvements and implements, water tanks, wires, fences and cattle guards.
 - d) **Infectious Fungus.** The Property is located in the San Joaquin Valley, an area where Coccidioidomycosis (also known as “Valley Fever”) is endemic. Coccidioidomycosis is caused

by a fungus called Coccidioides Immitis, which lives in the soil and can become airborne and travel significant distances in the wind. Given the location of the Property, it is possible that while on the Property you may be exposed to Coccidioides Immitis (and potentially contract Coccidioidomycosis), either through disturbance of the soil on the Property or through winds carrying Coccidioides onto the Property.

- 3) **Assumption of Risk.** With full knowledge of the risks, dangers and hazards noted above, both generally and specifically, including the negligence of the Released Parties, which could result in injury, death, illness or disease, you knowingly and freely assume all such risk and danger of injury (to you and your property) or death associated with your entry onto the Property. You also acknowledge that it is your responsibility, not that of the Released Parties, to protect yourself and prevent your exposure to all such risks, hazards and dangers.
- 4) **Release/Waiver.** You hereby release and waive any suits, cause of action, claims, liabilities, penalties, or demands of any nature whatsoever against the Released Parties, including but not limited to, a claim of negligence, which you, your heirs, representatives, executors, administrators, and assigns may now have, or have in the future against the Released Parties, on account of or attributable to personal injury, property damage, death, or accident of any kind, arising out of or in any way related to your entering upon the Property and all activities while on the Property, regardless of how the injury, accident, or damage is caused, whether that entry or activities is supervised or unsupervised, or whether the injury or damage is sustained due (in whole or in part) to the negligence of the Released Parties; hidden, latent, or obvious defects; or any hazards encountered.

By signing below, you acknowledge that you are entering into this release of liability and waiver of rights knowingly and freely. Your release of liability and waiver of rights shall be construed broadly to provide a release and waiver to the Released Parties to the maximum extent permissible under applicable law.

- 5) **Indemnity/Hold Harmless.** You agree to defend, indemnify, reimburse, and hold the Released Parties harmless from and against any and all (including your own) claims, losses, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees arising therefrom, relating to your entry onto the Property and any activities undertaken by you while on the Property.
- 6) **Severability.** You agree that in the event any portion of this agreement is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the balance of the agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

Your signature below indicates that you have read the entire agreement, understand its contents completely, understand that it affects your legal rights, and agree to be bound by its terms.

Date: _____

By: _____
Name: _____
Title: _____