

PBPN Land Management Department Garden Tilling **ON RESERVATION** For Tribal Members

PBPN Land Management Department is taking requests for garden tilling on the reservation for tribal members. All paperwork must be filled out before your request will be met. All requests will need to be approved by the GM so the sooner you get your request in, the better.

PLEASE INITIAL BESIDE EACH SECTION indicating you have read, and agree to, each requirement.

_____ The Land Department will set up a time and day with you to come to your land and till it. Time and date weather permitting.

_____ Is this an existing site for your garden
(did you have a garden there last year or in previous years) **yes or no?**
If no, you will be responsible for getting it flagged for utilities.

_____ If this is a new spot for your garden, you will be responsible for having it visibly marked with flags or spray for workers.

_____ You are responsible for removing all wire cages or other debris from the area before work begins. If the area is not ready when workers arrive, they will move to the next garden and will try to get back to you at the next available time.

Name _____

Address _____ Mayetta, Kansas 66509

Phone _____

PRAIRIE BAND POTAWATOMI NATION TRIBAL GOVERNMENT
Release and Hold Harmless Agreement

In consideration for the _____ Department (hereinafter, the “Department”) of the Prairie Band Potawatomi Nation Government, a federally recognized Indian Tribe, performing services at no charge at the request of a tribal member, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Homeowner/Lessee agrees as follows:

1. This agreement takes place on the Prairie Band Potawatomi Nation Reservation.
2. Authority of Homeowner/Lessee. The Homeowner/Lessee represents that they have the authority to allow the below identified services to be performed by the Department at the location of:

_____;

as evidenced by (attach or identify said authority here)

_____.

3. Service to be Performed by Department. The Homeowner/Lessee requests the PBPN Department to perform the following work at no cost to the Homeowner/Lessee:
(describe services to be performed OR attach work order)

4. Non-commercial. Homeowner/Lessee hereby acknowledges that the Department is not a commercial for profit enterprise and that the government employees performing said requested services identified herein do not hold themselves out to be experts in the field or who perform such services for profit.
5. Warranty. Homeowner/Lessee hereby acknowledges the Department provides no warranty, implied or otherwise whatsoever, for the work or services performed nor for equipment provided, if any.

6. Hold Harmless. To the fullest extent permitted at law, the Homeowner/Lessee, on behalf of himself or herself, and the Homeowner/Lessee's personal representatives, successors, assigns, and heirs hereby forever releases, waives, discharges and covenants not to sue the Nation and its officers, directors, employees, representatives, agents and volunteers ("Released Parties") from any and all claims, actions, suits, damages, liabilities, costs, expenses, and fees of every nature whatsoever which arise, directly or indirectly in connection from the performance of, or related to the performance of, any and all services by the Department for Homeowner/Lessee identified herein.

7. Indemnification. To the fullest extent permitted at law, the Homeowner/Lessee, shall indemnify and hold the Released Parties harmless from and against any and all damages, liabilities, awards, settlements, costs, expenses and fees, including reasonable attorney fees and litigation costs, which arise, directly or indirectly from any and all threatened or pending claims,

8. Governing Law. This agreement shall be construed under the laws of the Nation. Nothing contained herein shall be construed to waive the sovereign immunity of the Nation nor any other Released Party. If a court of competent jurisdiction shall adjudge any provision, paragraph, sentence or word of this agreement to be invalid or unenforceable such judgment shall not affect or invalidate any other provision, paragraph, sentence or word hereof.

9. Acknowledgment. By signing below, the Homeowner/Lessee acknowledges that he or she has read this entire agreement had an opportunity to consult with an attorney of his or her choosing, and has voluntarily agreed to the same, without duress, and will full knowledge of the consequences hereof.

10. This agreement is operative on the date of _____ signature.

Signature of Homeowner/Lessee _____ Date: _____

Print Name of Homeowner/Lessee _____

Signature of Department Director _____ Date: _____

Signature of General Manager _____ Date: _____