

TREE CLIMBING PLANET

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Letter of Agreement

Date: 18, Jan 2019
Client: City of Franklin Parks Dept.
Andrew Woodfin

Scope of Services: Facilitated Tree Climb
Location: Pinkerton Park, Franklin TN
Date: April 20, 2019

Schedule:
April 19 Aerial inspection of trees, preset tag lines for the next day's
April 20 climb Arrive on site at 9 am. Facilitated tree climb from 10-2 pm.

Host Responsibilities:

- Finding a suitable approved training location, having the tree and the grounds cleaned free of any dangerous hazards.
- Provide table and chairs for participants, climbing site flagged off.
- 3 volunteers on site at all times (ideally the same 3). All volunteers need to be on site at 10:30 am for briefing.

Tree Climbing Planet's Responsibilities:

- Guide a 3hr facilitated tree climbing using the DRT method of climbing.
- TCP Facilitator will be on site at all times.
- Provide all instruction, gear and insurance.

Fees:

One day facilitated climb – special rate - \$900.00 USD
Travel and excess luggage fees - \$625.00 USD

Terms of Payment:

\$625.00 airfare required to reserve. Balance due on April 20, 2019. Invoice will be sent upon approval of this LOA.

~~TK~~ *

Tim Kovar
Tree Climbing Planet

18 Jan. 2019

~~Date~~

*

Andrew Woodfin

~~Date~~

* See attached addendum for signatures

Addendum

1. **Assignment** Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
2. **Notices**. Any notice provided pursuant to this Agreement, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, upon receipt thereof; (b) if mailed, three (3) days after deposit in the mail of the country where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, upon such delivery; or (d) if by facsimile transmission or electronic mail, upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or such other address as either party may in the future specify in writing to the other).

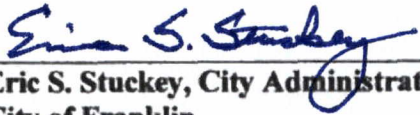
Tree Climbing Planet
ATTN: Tim Kovar
PO Box 1861
Oregon City, OR 97045
Phone: (404) 313-0562
tim@treeclimbingplanet.com

City of Franklin Parks Department
ATTN: Andrew Woodfin
109 3rd Avenue South
Franklin, TN 37064

3. **Indemnification**. **Tree Climbing Planet**, at its own expense, shall indemnify, defend, and hold the City of Franklin, Tennessee, its officers, employees, agents, directors, and officials harmless any and all costs, losses, damages, claims, suits or any liability whatsoever, including attorney's fees, resulting from injury including death, to person or damage to property arising out of, or in any manner connected with the contractor's use of the property of the CITY OF FRANKLIN, Tennessee, and from any violation of any applicable law or regulation arising out of or relating to this Agreement.
4. **Waiver**. Neither party's failure to exercise any of its rights under this Agreement will constitute or be deemed a waiver or forfeiture of those rights.
5. **Severability**. If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.

6. Entire Agreement. This Agreement constitutes the entire agreement between **Tree Climbing Planet**, and the City of Franklin and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement. The terms and conditions of this Agreement may not be changed except by an amendment signed by an authorized representative of each party.
7. Survival. These Terms and Conditions, and all provisions of this Agreement relating to the parties' obligations, rights and duties will survive the termination of this Agreement.
8. Applicable Law; Choice of Forum/Venue. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice of law rules. The choice of forum and venue shall be solely in the Courts of Williamson County, TN.

By signing this Agreement, both parties have read and fully agree to adhere to the terms and conditions stated above.


Eric S. Stuckey, City Administrator
City of Franklin

2-5-19
Date

Approved as to Form by:


Matthew R. Muenzen, Assistant City Attorney


Tree Climbing Planet /s/

2.4.19
Date

Tim Kwar, Founder
Printed Name, Title