

Village of Hobart

WOOD HARVEST PERMIT

2990 South Pine Tree Road
 Hobart, WI 54155
 Email: hobart@hobart-wi.org
 Phone: (920) 869-1011
 Fax: (920) 869-2048

Permittee Information		
Name	Street or Route	
City	State	ZIP Code
Personal Phone Number (include area code)	Work Phone Number (include area code)	
Email Address		

Permit Information	
Permit Number	Tax Parcel Number from which wood may be harvested (Property)
Date Permit Issued	Permit Expiration Date (30 days from issuance)
Location and Description of wood to be harvested	

GENERAL CONDITIONS

1. This permit grants to Permittee limited permission to access the Village Property described above to cut and remove wood from fallen trees (Wood Harvesting) subject to the conditions and restrictions herein, including the Representation, Hold Harmless Indemnification and Waiver Agreement.
2. Permits are not transferrable.
3. The Permittee must be present when Wood Harvesting occurs.
4. Permittee shall have no ownership or other rights to any wood remaining on Village Property at expiration of the permit.
5. The Village may immediately cancel or revoke this permit by oral or written notice or upon breach of any condition, restriction, or representation contained herein.
6. This permit is temporarily suspended during emergency burning regulations pursuant to section NR 30.05, Wis. Adm. Code.
7. The Permittee may engage in Wood Harvesting only from fallen trees located on the Property for the sole purpose of producing firewood for himself or herself on a recreational, noncommercial basis. Splitting or other processing of the wood may not take place on the Village Property. The Permittee may not cut trees that are still standing on the Property or alter the Property in any manner.
8. For the safety of the Permittee and the public, the Permittee may not engage in any activities, including parking or storage or placement of materials, within the right of way, or within fifteen feet from the edge of the road, whichever is greater **unless granted an exception in writing by the Village.**

- As a condition to cutting wood located on the Property, the Permittee shall, at his or her own cost and expense, add the Village as an additional insured on his or her homeowner's insurance policy. Prior to cutting any wood on the Property, the Permittee shall provide the Village a certificate of insurance confirming it has been added as an additional insured on the Permittee's policy.

REPRESENTATIONS, HOLD HARMLESS, INDEMNIFICATION AND WAIVER PROVISIONS

- The Permittee hereby **represents and warrants to the Village** that he or she is experienced with the use of chainsaws, axes, handheld saws, and other equipment typically used for cutting trees and otherwise processing fallen trees and removing them from their location. The Permittee further represents and warrants to the Village that he or she shall at all times use proper safety equipment when engaging in activities on the Property. The Permittee acknowledges that the Village has not and is not expected to provide any wood cutting equipment, safety equipment, training, or instructions in any way relating to the wood cutting activities. The Permittee further acknowledges that the Village is relying on these Representations and Warranties in allowing the Permittee to engage in activities under this agreement.
- Permittee **agrees to protect, indemnify, and hold harmless the Village** and the Village's employees and agents from and against all causes of action, claims, demands, suits, liability or expense by reason of loss or damage to any Property or bodily injury to any person, including death, asserted by anyone, as a direct or indirect result of Permittee's operations under this permit or in connection with any action or omission of the Permittee, and shall defend the Village and the Village's employees and agents in any cause of action or claim.
- The Permittee **waives all claims**, causes of action, expenses, and costs, including, but not limited to, claims for bodily injury, death, property damage, attorney fees, liabilities, and all other damages and claims, he or she may have against the Village or its agents and employees in any way linked, directly or indirectly, Permittee's cutting and removal of wood from the Property, or otherwise linked to activities conducted under this Permit.
- The Permittee **recognizes the applicability of section 895.52, Wis. Stats.** for the Wood Harvesting activities allowed hereunder and its provision of immunity to the Village.

I have read, understand, and agree to be bound by all of the above, including the "General Conditions" and the "Representations, Hold Harmless, Indemnification, and Waiver Provisions:"	
Permittee (Print Name)	Date
Signature	

PERMIT APPROVAL

The Village of Hobart hereby grants the Wood Harvest Permit to Permittee.	
Name and Title	Date
Signature	