

**TREE REMOVAL ASSISTANCE PILOT PROGRAM (TRAPP) AGREEMENT**

This Agreement for participation in the Smoky Hill Homeowner Association, Inc.'s, Tree Removal Assistance Program ("Agreement") is entered into on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Smoky Hill Homeowners Association, c/o Centennial Property Services, PO Box 4118, Greenwood Village, CO 80155-4118, ("Association") and \_\_\_\_\_ of \_\_\_\_\_, Centennial, CO 80015 ("Owner").

**RECITALS**

WHEREAS, the Association's board of directors instituted its Tree Removal Assistance Pilot Program ("TRAPP") in January of 2015 to help owners remove dead, dying, or diseased trees from their property within Smoky Hill;

WHEREAS, the Owner desires to participate in the TRAPP for the purpose of removing dead, dying, or diseased trees from the following property:

[Insert Legal Description]

commonly known and numbered as \_\_\_\_\_ ("Property"); and

NOW, THEREFORE, in consideration of the mutual promises made in this Agreement, which the parties acknowledge and agree to be sufficient, the parties covenant and agree to the following terms:

**TERMS**

**1. TREE REMOVAL.** Owner will remove the following tree or trees from their Property:

- a. \_\_\_\_\_
- b. \_\_\_\_\_
- c. \_\_\_\_\_

("Trees"). The Owner will ensure that the Trees are completely removed, including any stumps visible from the street or neighboring lots.

**2. CONTRACTOR.** Owner has selected \_\_\_\_\_ ("Contractor") to remove the Trees, above. Owner hereby certifies that Contractor is licensed, bonded, and insured to remove trees in the City of Centennial.

**3. TOTAL COST.** The Owner has agreed to pay Contractor \_\_\_\_\_ dollars and \_\_\_\_\_ cents (\$ \_\_\_\_\_) to remove the Trees.

**4. LOAN AMOUNT.** The Association agrees to pay \_\_\_\_\_ dollars and \_\_\_\_\_ cents (\$\_\_\_\_\_) (“Loan Amount”) (not to exceed \$1,000.00) directly to the Contractor on Owner’s behalf upon complete removal of the Trees and delivery of an invoice for same to the Association. The Association will deliver payment to the Contractor within 30 days of receiving a copy of the Contractor’s final invoice.

**5. LOAN REPAYMENT.** Owner agrees to repay the total Loan Amount by making twelve (12) equal monthly payments of \_\_\_\_\_ dollars and \_\_\_\_\_ cents (\$\_\_\_\_\_) on the \_\_\_\_\_ day of each month beginning on \_\_\_\_\_, 20\_\_\_. Owner expressly agrees and acknowledges that their obligation to repay the Loan Amount constitutes a valid assessment against them and the Property pursuant to the Smoky Hill Homeowners Association Revised Protective Covenants for Smoky Hill 400 Community recorded with the Arapahoe County Clerk and Recorder on January 31, 2003, at reception number B3022630 (“Declaration”) as well as the Colorado Common Interest Ownership Act (C.R.S. §§ 38-33.3-101 to -402 (2014)) (“CCIOA”).

**6. DEFAULT.** If Owner fails to deliver timely payment as set forth above in paragraph five, the Association can demand the payment of the full Loan Amount within ten days and proceed to collect the full Loan Amount as set forth in its collection policy. Furthermore, the Association may record a copy of this agreement with the Arapahoe County Clerk and Recorder to provide public notice of the Association’s lien against the Property for the full outstanding Loan Amount.

**7. WAIVER AND RELEASE.** In consideration of this agreement, Owner releases, acquits, and forever discharges the Association and its members, affiliates, shareholders, officers, directors, managers, insurers, employees, agents, contractors, and subcontractors (collectively “Released Parties”) from any and all rights, causes of action, suits, claims, charges, complaints, demands, liabilities, obligations, promises, agreements, controversies, damages, losses, expenses, and or costs (collectively “Actions”) of any nature whatsoever, whether in tort or in contract, at law or in equity, known or unknown, contingent or fixed, suspected or unsuspected, which Owner may now have or have in the future on account of any personal injury, property damage, death, or accident of any kind arising out of or in any way related to this Agreement or removal of the trees covered by this Agreement regardless of how the injury or damage occurs including, but not limited to, negligence of the Released Parties.

**8. INDEMNITY.** Owner agrees to indemnify the Released Parties from any Actions of any nature whatsoever whether in tort or in contract, at law or in equity, known or unknown, contingent or fixed, suspected or unsuspected, arising directly or indirectly from or in connection with this Agreement or removal of the trees covered by this Agreement (“Claims”). Owner agrees to provide such indemnity regardless of whether such Claims are in any way attributable to the Released Parties or other person(s) including any act, failure to act, omission, or negligence. Such indemnity shall include all costs, attorneys’ fees and expenses actually incurred in the defense of any such claim or any action or proceeding brought with respect thereto. Furthermore, Owner expressly agrees that the Association shall have no obligation to pay Contractor any amounts other than those amounts expressly agreed to in this Agreement.

**9. COUNTERPARTS:** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

**10. ENTIRE AGREEMENT:** This Agreement constitutes the entire understanding and agreement between the parties relating to the subject matter hereof, and supersedes any and all previous oral or written representations, communications, or agreements.

**11. GOVERNING LAW:** This Agreement shall be interpreted and governed by Colorado law.

**12. AUTHORITY:** Each party hereto represents to the other that they are legally competent to execute this Agreement and have the requisite authority to bind their respective entities to the terms hereof.

**13. MISCELLANEOUS:** No promises or inducements have been offered except as set forth herein. This Agreement is written pursuant to and is to be construed in accordance with the laws of the State of Colorado.

**14. SEVERABILITY:** In the event any provision or any portion of this Agreement shall be held invalid, illegal or unenforceable under applicable law, said provision or portion of this Agreement shall be stricken from the Agreement, it being the intent of the parties hereto that the remainder of this Agreement shall remain valid and enforceable.

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