

**MEMORIAL AND SPECIAL EVENT TREE PROGRAM PURCHASE AGREEMENT
AND RELEASE**

This Memorial and Special Event Tree Program Purchase Agreement and Release (“Agreement”) is entered into by and between the City of Buchanan, a Michigan municipal corporation, whose principal business address is 302 N. Redbud Trail, Buchanan, Michigan 49107 (the “City”) and _____, (the “Buyer”) whose address is _____, is made this ____ day of _____, 20____

Subject and pursuant to the terms and conditions set forth below, the City hereby sells to Buyer, and Buyer hereby purchases from the City a Memorial and Special Event Tree(s) (“tree”) as listed in the Memorial and Special Event Tree Program Order Form (the “Order Form”).

TERMS AND CONDITIONS

1. In consideration of this Agreement, Buyer shall pay to City \$150.00 per tree as listed on the Order Form. There will be a \$50.00 refundable deposit when an order is placed. Balance due on or before September 1st for fall planting and March 1st for spring planting.
2. The City reserves the right to limit the number of trees purchased from a particular Buyer.
3. Buyer shall indicate on the Order Form the top three locations and tree types requesting. Planting of trees to be limited to within the City limits.
4. The City reserves the right to choose the final location(s) and tree type(s).
5. The City reserves the right to plant any given tree at a time that fits the City schedule and tree availability. For example, the Buyer may purchase a tree in the spring, but because of availability and schedule, a tree may not be planted until the fall or next spring. The City may, based on tree availability, choose the Buyer’s 2nd or 3rd choice of trees for a sooner planting.
6. Buyer acknowledges that the tree(s) are accepted “AS IS” and “WHERE IS” without representation or warranty as to the condition of the tree by the City or any of its representatives with the exception that the City will honor any warranty as provided by the nursery.
7. If the Buyer and City agree that the tree(s) are to be planted on private property, the property in which the tree is to be planted and the Buyer must be the same unless the property owner signs this Agreement. The Trees on private property must be easily accessible as determined by the City and any damage to the private property that may occur during the planting process will be at the cost, effort and responsibility of the home owner to repair.
8. Trees placed on private property shall be visible from public sidewalk and/or public street.

9. The undersigned agrees to forever and fully release the each other, their heirs, employees, representatives or agents from liability for any injury or damages that may arise from the planting of the trees on private property.

THE UNDERSIGNED ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT AND FULLY UNDERSTANDS AND SIGNS IT OF HIS/HER OWN FREE WILL.

BUYER:

CITY:

Signature

Signature

Printed Name

Printed Name

Address:

Title

PROPERTY OWNER (if different than BUYER)

Signature

Printed Name

Address: