



**MARIPOSA COUNTY
RESOURCE CONSERVATION DISTRICT**

PO Box 2403
Mariposa, CA 95338
(209) 966-0970 MariposaCountyRCD@gmail.com

Home Hardening Program Application

The Mariposa County Resource Conservation District (MCRCD) has a new program to assist residents in hardening their homes against wildfire. The program includes an onsite assessment and a list of recommendations specific to the home. When possible, we will also install ember screens on attic and crawlspace vents, and clear vegetation from within five feet of the building foundation.

This program is funded by a combination of grant funds and funds dedicated to the purpose by the Mariposa County Board of Supervisors. Applications must be completed in full, and will be accepted on a first-come, first-served basis. Scheduling will be determined by when work is being undertaken in your community. Applications must be accompanied by a signed right of entry form.

Once all required documents have been received, you will be contacted to make arrangements for the site assessment.

Home hardening, defensible space management, and neighborhood collaboration are all important in protecting our homes and community from wildfire, however homes can still burn despite these efforts. This program is offered to reduce risk, but will not eliminate it.

Program Requirements

1. Property owner must complete and sign Program Application, **including Assessor's Parcel Number** from the property tax bill for mapping purposes.
2. Applicants must sign a Right of Entry permission form and waiver.

Please complete the attached application materials. Photos of the property are also appreciated. Applications may be submitted by mail or email to:

MCRCD Home Hardening Program
PO Box 2403
Mariposa, CA 95338
MariposaCountyRCD@gmail.com

For questions, please contact MariposaCountyRCD@gmail.com.

Home Hardening Program Application

Name _____ Assessor's Parcel Number _____

Street Address _____

Mailing Address _____

Community Name _____ Property Size (acres) _____

Phone _____ Email _____

Please tell us how you heard about the Home Hardening Program:

If you heard about us at an event, please tell us which event.

Are you the property owner? Yes No Primary Residence? Yes No

How many stories is your home? One Two or more

Have you completed defensible space work? Yes No

No

Are you interested in working with your neighbors to become a FireWise community?

Yes I certify that the above information is correct and that I understand that the information is subject to verification.

Property Owner Signature _____ Date _____

Received by MCRCD _____ Date _____



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Home Hardening Program

Right of Entry Permission Form

Property Address: _____

Assessor's Parcel Number (APN): _____

I/We _____, the owner(s) of the above-referenced property (collectively "Owner"), do hereby grant freely, and without coercion, the right of access and entry to said property to the Mariposa County Resource Conservation District (MCRCD), and its employees, volunteers, contractors, and sub-contractors subject to all licenses, easements, encumbrances and claims of title affecting premises upon the following terms:

- 1. Grant Right-of-Entry:** Owner hereby grants the MCRCD and its contractors a right-of-way ("Permission Form") over the premises for the purpose of inspecting the Premises to evaluate it for home hardening measures and make recommendations to reduce the risk of losing the home in a wildfire. Permission is further granted to install ember screens on attic and crawlspace vents and clear vegetation or flammable materials from within five feet of the building foundation, if applicable and possible to do so safely. It is fully understood that this Permission Form does not create any obligation on the MCRCD or its contractors to perform inspection, installation, or vegetation removal/clearance. Owner understands the MCRCD and its contractors will not undertake any Home Hardening Program actions until this Permission Slip is signed and returned.
- 2. Acknowledgement Concerning Liability for Damages:** Owner acknowledges and understands that participation in the Program is voluntary and provided with no cost to the Owner upon signing this Permission Form. Owner further acknowledges and understands that the Owner's participation in this Program is contingent upon, and the MCRCD is relying upon, the Owner's agreement through this Permission Form to release the MCRCD from any liability arising out of the work contemplated under this Permission Form. Owner further understands and agrees that, should liability arise out of the work contemplated under this Permission Form, the Owner's sole and exclusive remedy shall be against the contractors performing said work. The MCRCD shall endeavor to hire contractors with sufficient insurance levels to cover any such potential liability.
- 3. Hold Harmless:** The MCRCD shall not be liable for, and Owner shall indemnify, defend and hold harmless the MCRCD and the funders of the program, the California Department of Forestry and Fire Protection (CAL FIRE), and Mariposa County, and any of their officers, agents, employees, and volunteers, against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics liens or other liens, labor disputes, attorneys' fees and court costs, which arise out of or are in any way connected to the work contemplated under this Permission Form, and hereby release, discharge and waive any claims and action against same, in law or equity, arising therefrom. This indemnification and release expressly excludes the contractors, and any subcontractors thereof, performing the work contemplated under this Permission Form.
- 4. Acknowledgment and Waiver Related to Timber Sales:** Owner understands and agrees that the hired contractors may sell the felled trees or biomass, and hereby waives any and all rights, actions, claims in law or equity, as to the value of said trees or biomass

in exchange for the services provided pursuant to this Permission Form.

5. MCRCD's Agents: Except as otherwise provided herein, any person, firm, or corporation authorized to work upon the Premises by the MCRCD shall be deemed to be the MCRCD's agent, and shall be subject to all applicable terms hereof.

6. Authority: Owner represents and warrants it has full power and authority to execute and fully perform its obligations under this Permission Form pursuant to its governing instruments, as applicable, without the need for any further action, and the person(s) executing this Permission Form on behalf of the Owner are the duly designated agents of the Owner and are authorized to do so, and that fee title to the Premises vests solely in Owner.

7. Entire Agreement: This Permission Form constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.

8. Modification: The provisions of this Permission Form may not be modified, except by written instrument signed by both parties.

9. Successors and Assigns: This Permission Form shall bind and benefit the parties and their successors and assigns, except as may otherwise be provided herein.

10. Notices: Any notice required hereunder shall be provided to MCRCD as follows:

Mariposa County Resource Conservation District
P.O. Box 2403, Mariposa, CA 95338
(209) 966-0970
MariposaCountyRCD@gmail.com

Owner Contact Info

Name: _____

Mailing Address: _____

Phone Number: _____

By their signatures below, Owner and MCRCD have executed this Permission Form effective as of
_____ (Date)

Property Owner

Signed: _____ Date: _____

Printed Name: _____

MCRCD

Signed: _____ Date: _____