

APPENDIX B

FORMS AND EXAMPLES

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Instructions for Completing the Total Project Budget and Statement of Funding Sources and Cost Share Tables

Refer to the example budget on page B4. Proposals not conforming to this format will be considered non-compliant and will be rejected.

General Information

Each proposal must contain a detailed line item budget broken down into three categories: Personal Services, Operating Expense and Administrative Overhead. Additionally the budget must identify the amount being requested from FRGP, the amount being provided by the applicant and the total cost for each line item. The total project budget and task budget must contain all project costs. Budget examples can be found on pages B4.

- Projects approved for funding will be required to submit invoices matching this budget format.
- It is recommended you calculate, create and save your budget in *Microsoft Excel®* or similar spreadsheet program, as doing so will avoid costly and unfortunate budget errors; then export your budget to *Microsoft Word®* or compatible word processing program with the rest of your written proposal. If the proposal is funded, the information can be sent electronically to DFG staff without reformatting it. A fill and print budget template is provided on page B5.

Personal Services Costs

All employee costs are required to complete the proposed project.

- List each personnel classification, their total hours, hourly pay rate and the calculated total. **The calculated total must equal the line item calculation, including both the cost-share and requested amounts. (Do not include staff benefits in the hourly pay rate.)**
- A "Staff Benefit(s)" amount must be listed and calculated.
- Do not list subcontracts in this section. Subcontracts are listed as Operating Expenses.

Operating Expenses

Include all materials, contractual services, equipment, and incidental costs.

Contractual Services are those necessary for the implementation of the proposal for which the applicant will subcontract. These services are undertaken by a provider external to the applicant's organization.

- List each subcontractor on a separate line.

Other Operating Expenses: Expenses related to the operation of the proposal.

- Provide as much cost detail as possible and practical. Use unit costs when applicable (per lb., per day, cubic yard, linear foot, etc.).
- Purchase of equipment with FRGP funds is not normally allowed. See Section II, #2, for equipment definitions and restrictions.

Travel

Expenses must be consistent with state guidelines for reimbursed travel expenses. Per Diem and mileage rates may not exceed State of California standards: lodging \$84 plus tax (certain counties have a higher standard), per diem \$40 per day, and 0.34 per mile (based on traveling over a 24 hour trip).

1602 Permitting Fees

Fish and Game Code, Section 1609 authorizes the Department to recover the total costs it incurs to administer and enforce its Lake and Streambed Alteration Program by charging applicant fees for Lake and Streambed Alteration Agreements (agreement). The actual fees charged will depend on the cost of that portion of the project that affects the bed, channel, or bank of a river, stream, or lake. For information on Lake and Streambed Alteration Agreements visit the DFG website at <http://www.dfg.ca.gov/1600>.

Standard Agreement	
If project costs is:	Permit fee will be:
less than \$5,000	\$200
\$5,000 to less than \$10,000	\$250
\$10,000 to less than \$25,000	\$500
\$25,000 to less than \$100,000	\$750
\$100,000 to less than \$200,000	\$1,100
\$200,000 to less than \$350,000	\$1,500
\$350,000 to less than \$500,000	\$2,250
\$500,000 or more	\$4,000

Administrative Overhead

Administrative overhead should be applied only to projected administrative costs that cannot be recovered in other budget categories.

- Administrative overhead in excess of 10% must be justified on a separate attachment.

Matching Funds

Cost share can be either money, or resources other than money, provided by the applicant and/or the applicant's partners (e.g. private companies, nonprofit organizations, public agencies and/or other entities) involved in the implementation of the proposal project. Cost share examples are as follows:

- Match not suitable: projects, personnel or supplies and equipment previously funded by FRGP, matching funds that will not be acquired by May 1, 2007.
- Soft match: salaries of permanently funded employees working for the applicant or its partners (i.e. state, federal and local government employees, employees of non-profit organizations, etc.); office space, pre-existing vehicles; equipment and supplies; administrative overhead; and matching funds that will be acquired after September 1, 2006 up until May 1, 2007.
- Hard match: all out-of-pocket costs specifically associated with the proposed project (i.e., the cost of subcontractors, fuel, outside printing of educational and outreach materials, riparian plants, equipment, skilled labor, cash, subcontractors, permits, easements, fuel, and all non-FRGP grant funds confirmed prior to September 1, 2006).

- Matching funds percentage is calculated as follows:

$$\% \text{ Soft Match} = \left(\frac{\text{Soft Matching Funds}}{\text{Total Project Cost}} \right) \times 100$$

$$\% \text{ Hard Match} = \left(\frac{\text{Hard Matching Funds}}{\text{Total Project Cost}} \right) \times 100$$

$$\text{Total Project Cost} = \text{Total Amount Requested} + \text{Total Amount of Cost Share}$$

IMPORTANT NOTE: PROJECTS WITH FEDERAL COST SHARE MUST INDICATE THE SOURCE AND DOLLAR AMOUNT ON THE LAST TWO LINES OF THE BUDGET AS SHOWN. FAILURE TO PROVIDE THIS INFORMATION WHEN APPLICABLE MAY BE CONSIDERED NON-RESPONSIVE AND/OR RESULT IN THE WITHDRAWAL OF FUNDING APPROVAL.

Example Budget

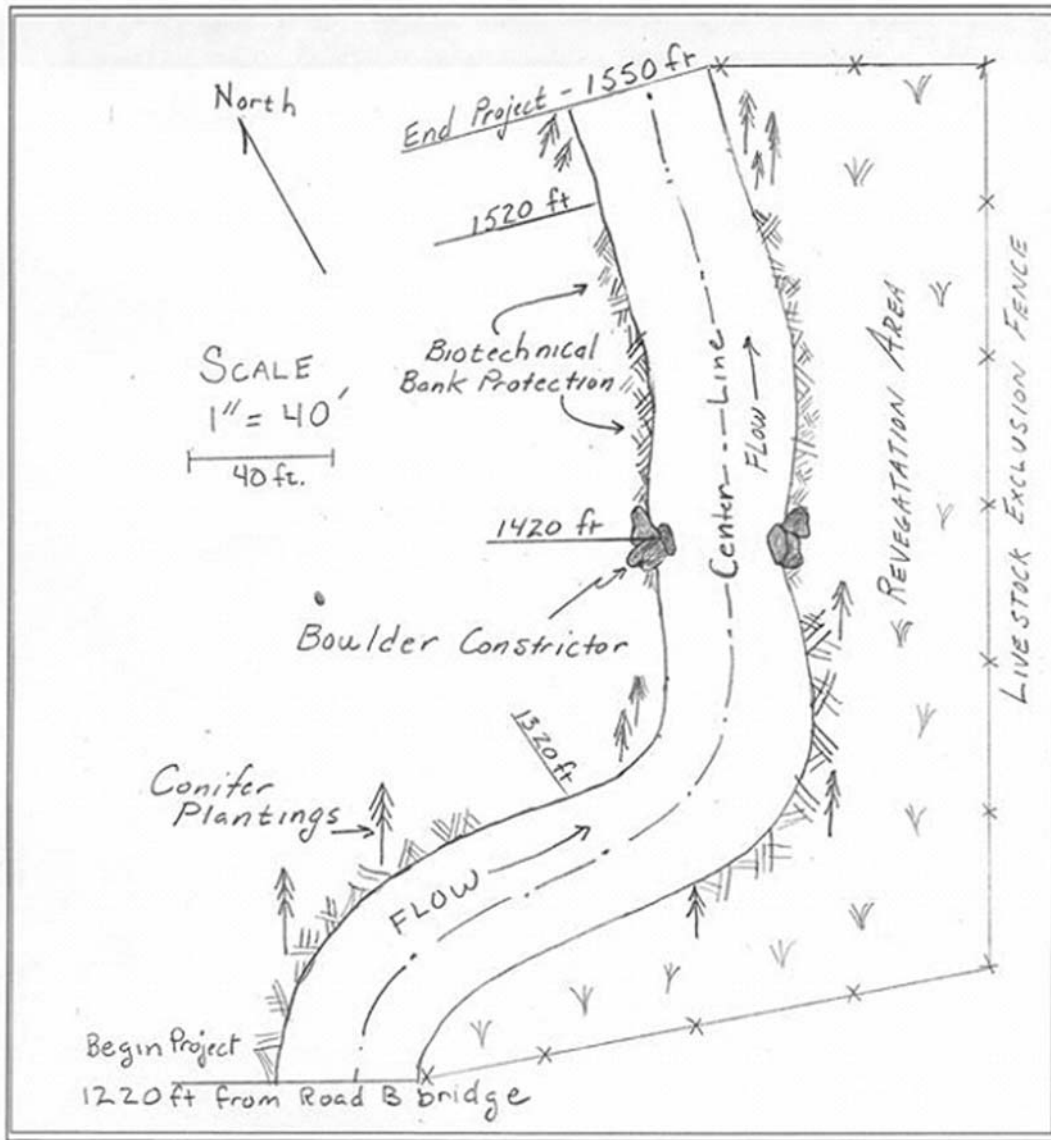
Total Project Budget						
Trickle Creek Restoration Project						
				Amount Requested	Amount of Cost Share	Total Project Cost
PERSONAL SERVICES						
Level of Staff	Number of Hours	Hourly Rate				
Project Coordination; Planning	80	\$30.00		\$1,500	\$900	\$2,400
Project Leader	705	\$20.00		\$12,100	\$2,000	\$14,100
Field Laborers	1880	\$11.00		<u>\$20,680</u>		<u>\$20,680</u>
Subtotal				\$34,280	\$2,900	\$37,180
Staff Benefits @ 30%				<u>\$10,284</u>	\$870	<u>\$11,154</u>
TOTAL PERSONAL SERVICES				\$44,564	\$3,770	\$48,334
OPERATING EXPENSES						
Description	Number of Units	Units	Unit Price			
Subcontractors						
Bobcat Tractor	2	days	\$500	\$1,000		\$1,000
Materials and Supplies						\$0
Fence supplies, including but not limited to:						\$0
Fencing and barbed wire	1800	linear ft.	\$5.50	\$9,900		\$9,900
Corner, line, tee posts and caps	450	ea.	\$13	\$3,250	\$2,600	\$5,850
Gates/fencing panels	4	ea.	\$121	\$484		\$484
Ties, fasteners, crimp sleeves, stay wire		bulk		\$825		\$825
Concrete anchors	50	cu. yd	\$30	\$1,500		\$1,500
Trees: Purchased or Grown	500	ea.	\$4.00	\$0	\$2,000	\$2,000
Bulrush, delivered	10	cu. yd	\$100	\$0	\$1,000	\$1,000
Tree cages	500	ea.	\$5.49	\$1,098	\$1,647	\$2,745
Bagging material for Bulrush	500	ea.	\$2.00	\$0	\$1,000	\$1,000
Equipment rental: Excavator	20	hours	\$65.00	\$650	\$650	\$1,300
Tree Propagation Supplies: Vitamins, Root Hormones, etc.				\$0	\$500	\$500
Mileage	5200	miles	\$0.34	\$1,768		\$1,768
Workers Compensation Insurance				\$1,788		\$1,788
Tools and Instruments				\$0	\$5,500	\$5,500
Permits 1602				\$750		\$750
TOTAL OPERATING EXPENSES				\$23,013	\$14,897	\$37,910
SUBTOTAL				\$67,577	\$18,667	\$86,244
ADMINISTRATIVE OVERHEAD @ 10%				\$6,758	\$1,867	\$8,625
TOTAL BUDGET				\$74,335	\$20,534	\$94,869
COST SHARE – SOFT MATCH PERCENTAGE <u>4%</u>						
COST SHARE – HARD MATCH PERCENTAGE <u>18%</u>						
SOURCE AND AMOUNT OF COST SHARE :		Federal; NRCS =			\$5,895	
		Applicant =			\$8,840	

Budget Template

Total Project Budget						
(Project Name)						
				Amount Requested	Amount of Cost Share	Total Project Cost
PERSONAL SERVICES						
<u>Level of Staff</u>	Number of Hours	Hourly Rate				
Subtotal						
Staff Benefits @ %						
TOTAL PERSONAL SERVICES						
OPERATING EXPENSES						
Description	Number of Units	Units	Unit Price			
<u>Subcontractors</u>						
<u>Materials and Supplies</u>						
Lodging		Days				
Per diem		Days				
Mileage		Miles				
Workers Compensation Insurance						
Permits and Licenses						
TOTAL OPERATING EXPENSES						
SUBTOTAL						
ADMINISTRATIVE OVERHEAD @ ___ %						
TOTAL BUDGET						
COST SHARE – SOFT MATCH % _____						
COST SHARE – HARD MATCH % _____						
SOURCE AND AMOUNT OF COST SHARE :						

EXAMPLE

Plan-View Diagram



PLAN VIEW: TRICKLE CREEK RESTORATION PROJECT No. 1

ACME STUMP GUBBERS

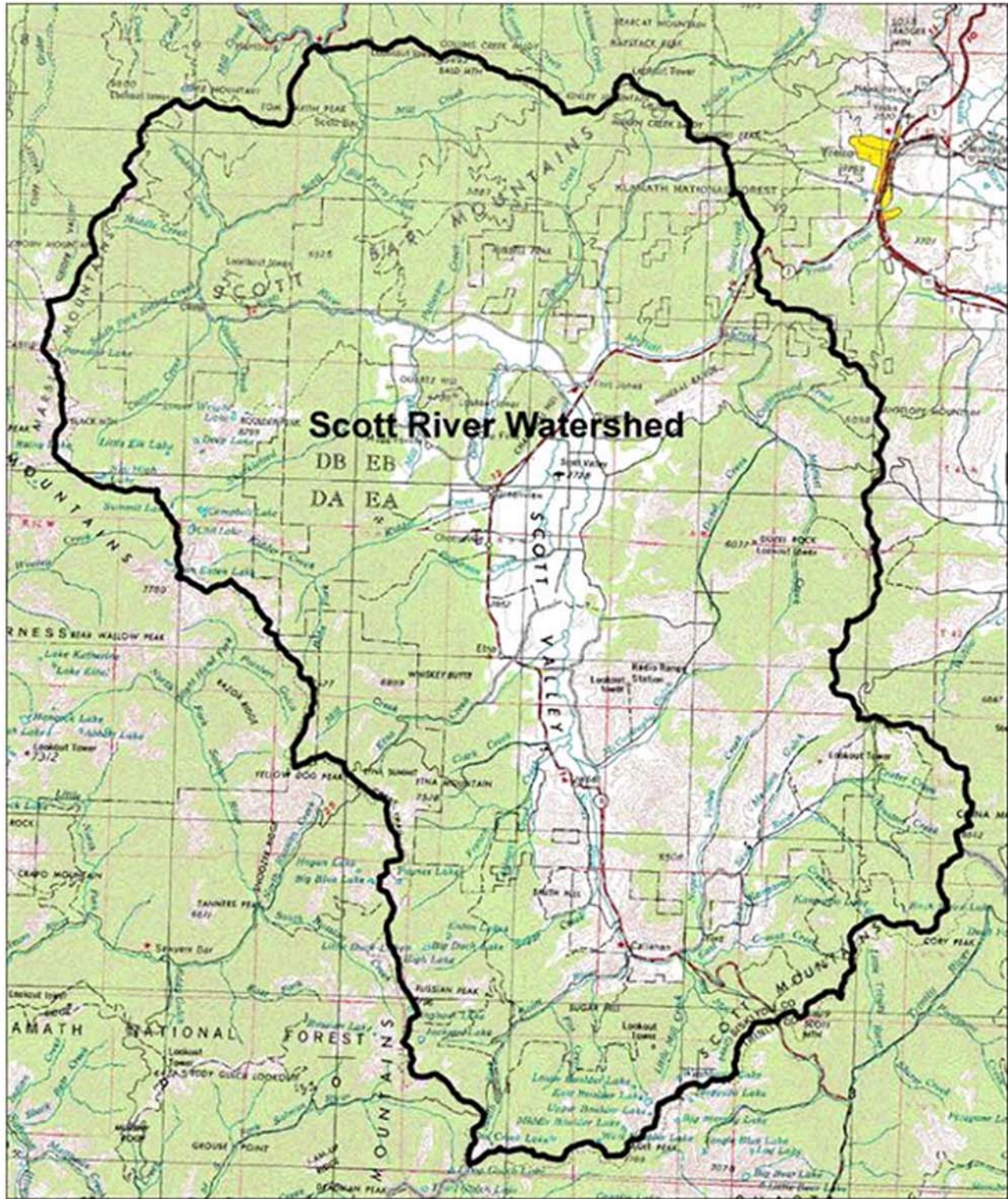
APRIL 15, 2002

7.5 MinuteQuad Map

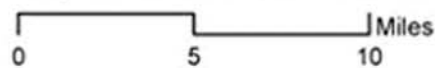


EXAMPLE

Watershed Map

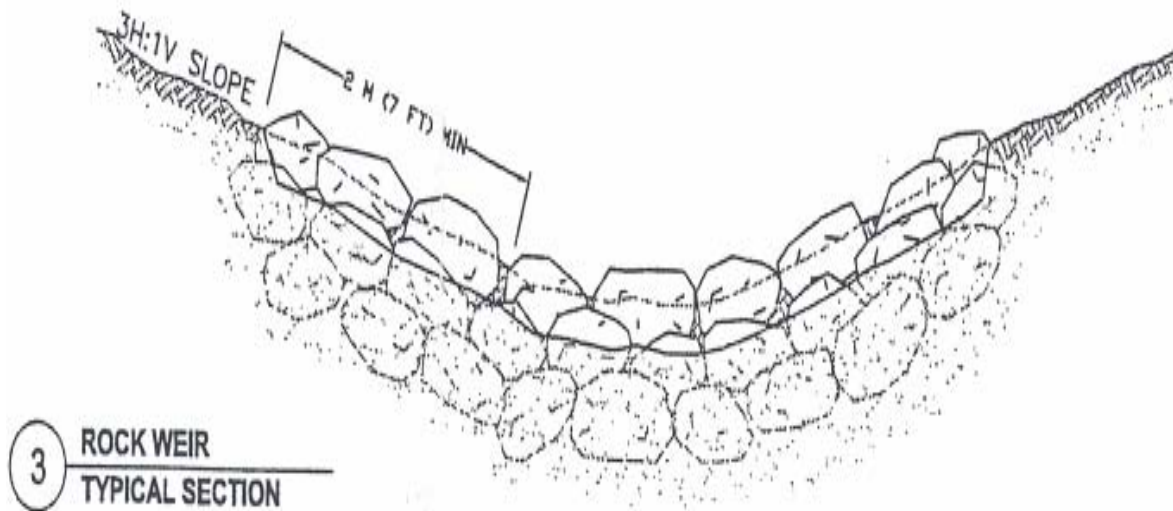


Project Site: Scott River Watershed

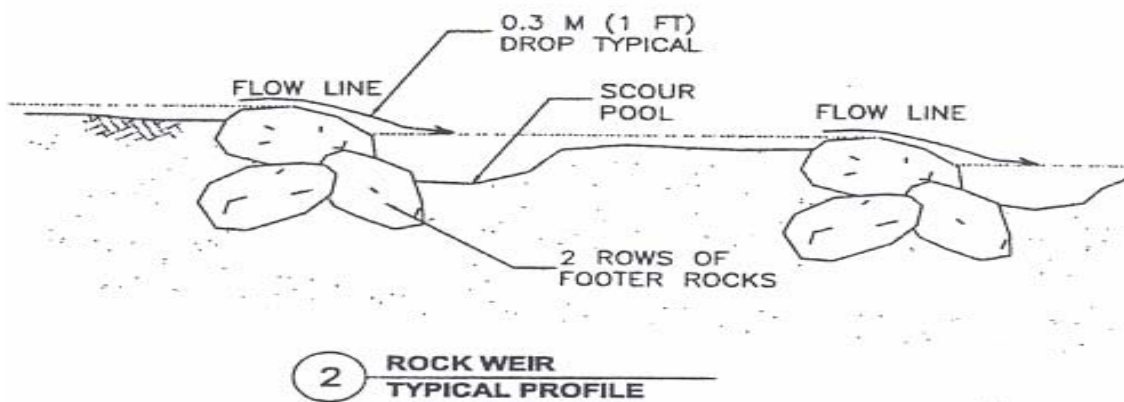


EXAMPLES

Cross section view



Longitudinal profile



EXAMPLE

HABITAT RESTORATION PROJECT LANDOWNER AGREEMENT (HB, HI, HS)

(Name of Applicant)

(Address)

(City, CA Zip)

STREAM HABITAT RESTORATION PROJECT AGREEMENT

(Project Title)

I. PURPOSE

The following agreement details requirements of both the landowner and the applicant regarding establishment of a stream habitat improvement project on real property controlled by the landowner named below. Said property is located approximately two miles upstream from the mouth of (creek name), tributary to (tributary name) (see map attached to proposal).

I, (landowner name), hereinafter called "Landowner", am aware that a stream habitat restoration project has been submitted to California Department of Fish and Game, hereinafter called "DFG", for funding consideration. I understand the objectives of the project as proposed in the (project title). The project has been explained to me by (applicant name), hereinafter called "Applicant". I support the goals of the project.

II. ACCESS PERMISSION

Landowner hereby grants Applicant and DFG representatives permission to enter onto real property owned by the Landowner to perform pre-project evaluation; and, if an agreement for the project is entered into between the Applicant and DFG, Landowner grants permission to perform the stream habitat restoration work, conduct project inspections, and monitor project for needed maintenance for a 10 year period following project completion. Access shall be limited to those portions of Landowner's real property where actual stream restoration work is to be performed and those additional portions of the real property which must be traversed to gain access to the work site.

III. DURATION OF NOTICE

The term of this agreement shall be (number of) months for work performance and 10 years for maintenance, inspection, and monitoring purposes from the last date of execution shown below. Applicant or DFG shall give Landowner reasonable actual notice and any necessary arrangements prior to each needed access. Reasonable and actual notice may be given by mail, in person, or by telephone.

This agreement can be amended only by prior written agreement of both parties executing this permit.

IV. LIABILITIES

Reasonable precautions will be exercised by Applicant to avoid damage to persons and property.

Applicant agrees to indemnify and hold harmless the Landowner and agrees to pay for reasonable damages proximately caused by reason of the uses authorized by this permit, except those caused by the gross negligence or intentional conduct of the landowner.

Landowner Signature

Date

Applicant Signature

(Name of company, organization or agency)

Date

EXAMPLE

RIPARIAN AREA MANAGEMENT PLAN LANDOWNER AGREEMENT (HR)

(Name of Applicant)

(Address)

(City, CA Zip)

RIPARIAN AREA MANAGEMENT PLAN AGREEMENT

(Project Title)

I. PURPOSE

The following agreement details the requirements of both the landowner and the applicant regarding a livestock exclusion, riparian vegetation restoration project on the real property controlled by the landowner named below. Said property is located approximately two miles upstream of the mouth of (creek name), tributary to (tributary name) (see map attached to proposal).

I, (landowner name), hereinafter called "Landowner", am aware that a riparian vegetation restoration project has been submitted to California Department of Fish and Game, hereinafter called "DFG", for funding consideration. I understand the objectives of the project as proposed in the (project title). The project has been explained to me by (applicant name), hereinafter called "Applicant". I support the goals of the project.

For the purpose of this agreement, riparian area shall be defined as the area, including the necessary fence(s), between the fence(s) and the middle of the stream channel. This specifically includes the stream bank and associated vegetation within this area.

I understand the purpose of the livestock exclusion fence detailed in the proposal mentioned above is to exclude livestock from the riparian zone on my property. The fence will allow mature riparian vegetation to become reestablished. A mature riparian community will provide increased stream bank stability, shade and cover for fish and wildlife. The project can only be successful if the fence is maintained long enough for the riparian community to become reestablished.

II. REQUIREMENTS

Applicant agrees to:

1. Contingent on receiving funding from DFG, provide monies for purchase of materials and supplies to construct livestock exclusion fencing on Landowner's real property as described in proposal.
2. Provide labor necessary for initial installation of livestock exclusion fencing on Landowner's real property.
3. Provide technical assistance during the agreement life for management of the riparian area.

Landowner or Applicant agrees to:

1. Maintain livestock exclusion fence(s) for a period of 10 years from the last date of execution shown below. Maintenance will include repair of fences to a level that will effectively exclude livestock from the livestock exclusion project area. Maintenance will not include damage that exceeds 50 percent of the fence due to natural disaster.
2. Totally exclude livestock from the project area until newly planted trees become well-established. If controlled, limited grazing is essential; Landowner will submit a written plan to DFG for approval that will detail how the limited grazing will not cause damage to desirable vegetation or stream banks within the project area.
3. Once it has been established by the DFG that limited grazing within the project area is acceptable, grazing will be limited to an amount that will not cause damage to the newly planted trees or stream banks. Generally acceptable limits will be to remove 50 percent of the current year growth of grasses and forbs. Livestock shall be removed before they begin to browse on woody plants. Newly planted trees damaged by browsing will be replaced at landowner or applicant expense.

III. DURATION OF NOTICE

The term of this agreement shall be (*number of*) months for work performance, and 10 years for maintenance, inspection, and monitoring purposes from the last date of execution shown below. Applicant or DFG shall give Landowner reasonable actual notice prior to each needed access. Reasonable and actual notice may be given by mail, in person, or by telephone. This agreement can be amended only by prior written agreement of both parties executing this permit.

IV. LIABILITIES

Reasonable precautions will be exercised by Applicant to avoid damage to persons and property.

Applicant agrees to indemnify and hold harmless Landowner and agrees to pay for reasonable damages proximately caused by reason of the uses authorized by this permit, except those caused by the gross negligence or intentional conduct of Landowner.

Landowner Signature

Date

Applicant Signature
(*Name of company, organization or agency*)

Date

EXAMPLE

UPSLOPE EROSION CONTROL PROJECT LANDOWNER AGREEMENT (HU)

(Name of Applicant)

(Address)

(City, CA Zip)

UPSLOPE EROSION CONTROL PROJECT AGREEMENT

(Project Title)

I. PURPOSE

The following agreement details the requirements of both the landowner and the applicant regarding an upslope erosion control project. This project is on the real property controlled by the landowner named below. Said property is located on (watershed name) (see map attached to proposal).

I, (landowner name), hereinafter called "Landowner" am aware that an upslope erosion control project has been submitted to California Department of Fish and Game, hereinafter called "DFG", for funding consideration. I understand the objective of the project as proposed in the (project title). The project has been explained to me by (applicant name), hereinafter called "Applicant". I support the erosion control goal of the project.

For the purposes of this agreement, the project will include any upslope erosion control, road upgrade, or stream crossing remediation project that is included in the proposal. I understand the purpose of the erosion control project is to reduce fine sediment from entering (stream name). This reduction of sediment will facilitate the recovery of salmonids in the (watershed name). I also understand that FRGP funds cannot be used for projects that are mitigation specifically required as a condition of approval for CEQA documents or otherwise legally required as mitigation for other projects (Fish and Game Code, Section 6923). The project can only be successful if the erosion control project is maintained by either the Landowner or Applicant (whoever is designated in this agreement).

II. ACCESS PERMISSION

Landowner hereby grants Applicant and DFG representatives permission to enter onto real property owned by Landowner to perform pre-project evaluation; and, if an agreement for the project is entered into between Applicant and DFG, Landowner grants permission to perform the upslope erosion control work, conduct project inspections, and monitor project for needed maintenance following project completion. Access shall be limited to those portions of Landowner's real property where actual upland erosion control work is to be performed and those additional portions of the real property which must be traversed to gain access to the work site.

III. REQUIREMENTS

Applicant agrees to:

Contingent on receiving funding from the DFG, provide monies for purchase of materials and supplies to complete the project, on Landowner's real property, as described in the project description in the proposal.

Provide the heavy equipment and labor to complete the described project on Landowner's real property.

Landowner or responsible party agrees to:

Maintain the erosion control project, for a period of not less than 10 years, from the last date of execution shown below. Maintenance will consist of repair to the road or stream crossing to a level that will effectively reduce sediment from entering (stream name). In the event of an act of nature which results in partial or complete failure of the project, Landowner and/or Applicant will not be held responsible for costs incurred up to the date of the act of nature. Acts of nature include, but are not limited to: floods, earthquakes, volcanic eruptions, wind storms.

IV. DURATION OF NOTICE

The term of this agreement shall be (*number of*) months for work performance, and 10 years for maintenance, inspection, and monitoring purposes from the last date of execution shown below. Applicant or DFG shall give Landowner reasonable actual notice prior to each needed access. Reasonable and actual notice may be given by mail, in person, or by telephone. This agreement can be amended only by prior written agreement of both parties executing this agreement.

V. LIABILITIES

Reasonable precautions will be exercised by Applicant to avoid damage to persons and property.

Applicant agrees to indemnify and hold harmless Landowner and agrees to pay for reasonable damages proximately caused by reason of the uses authorized by this permit, except those caused by the gross negligence or intentional conduct of Landowner.

Landowner Signature

Date

Applicant Signature

(Name of company, organization or agency)

Date

EXAMPLE

COOPERATIVE FISH REARING PROJECTS LANDOWNER AGREEMENT (RE)

(Name of Applicant)

(Address)

(City, CA Zip)

Access/Entry Agreement

(Project Title)

I. PURPOSE

The following agreement details requirements of both the landowner and the applicant regarding establishment of a fishery enhancement project on real property controlled by the landowner named below. Said property is located on (creek name), tributary to (tributary name) (see map attached to proposal).

I, (landowner name), hereinafter called "Landowner", am aware that a fish rearing facility and trapping project has been submitted to the California Department of Fish and Game, hereinafter called "DFG", for funding consideration. I understand the objective of the project as proposed in the (proposal name). The project has been explained to me by (applicant name), hereinafter called "Applicant". I understand and support the goal of the project.

II. ACCESS PERMISSION

Landowner hereby grants Applicant and DFG representatives permission to enter onto real property owned by the Landowner to perform pre-project evaluation; and, if an agreement for the project is entered into between Applicant and DFG, Landowner grants permission to perform the cooperative fish rearing project, to conduct field inspections, and to monitor project for needed maintenance or equipment removal for the life of the project. Access shall be limited to those portions of Landowner's real property where actual fishery enhancement work is to be performed and those additional portions of real property which must be traversed to gain access to the work site.

III. DURATION OF NOTICE

The term of this agreement shall be (number of) months for work performance, and 10 years for operation, maintenance, inspection, and monitoring purposes from the last date of execution shown below. Applicant or DFG shall give Landowner reasonable actual notice prior to each needed access. Reasonable and actual notice may be given by mail, in person, or by telephone. This agreement can be amended only by prior written agreement of both parties executing this agreement.

IV. LIABILITIES

Reasonable precautions will be exercised by Applicant to avoid damage to persons and property.

Applicant agrees to indemnify and hold harmless the landowner and agrees to pay for reasonable damages proximately caused by reason of the uses authorized by this permit, except those caused by the gross negligence or intentional conduct of the landowner.

Landowner Signature

Date

Applicant Signature

(Name of company, organization or agency)

Date

EXAMPLE

FISH SCREEN PROJECT LANDOWNER AGREEMENT (SC)

(Name of Applicant)

(Address)

(City, CA Zip)

FISH SCREEN PROJECT AGREEMENT

(Project Title)

I. PURPOSE

The following agreement details the requirements of both the landowner and the applicant regarding a fish screen construction project. This project is on the real property controlled by the landowner named below. Said property is located on (creek name) (see map attached to proposal).

I, (landowner name), hereinafter called "Landowner", am aware that a fish screen construction project has been submitted to the California Department of Fish and Game, hereinafter called "DFG", for funding consideration. I understand the objective of the project as proposed in the (proposal name). The project has been explained to me by (applicant name), hereinafter called "Applicant". I understand and support the goal of the project which is to protect anadromous salmonids from entrainment.

For the purposes of this agreement, the project will include any portion of the irrigation/diversion system which is constructed or modified as described in the proposal. I understand the purpose of the fish screen project is to prevent salmon and steelhead from becoming entrained within the diversion system and allowing them to remain within the (creek name). This protection of fish will facilitate the recovery of salmonids in the (watershed name). The project can only be successful if the fish screen project is operated and maintained by either the Landowner or Applicant (whoever is designated in this agreement).

II. ACCESS PERMISSION

Landowner hereby grants Applicant and DFG representatives permission to enter onto real property owned by Landowner to perform pre-project evaluation; and, if an agreement for the project is entered into between Applicant and DFG, Landowner grants permission to perform the fish screen construction work, conduct project inspections, and monitor project for needed maintenance following project completion. Access shall be limited to those portions of Landowner's real property where actual fish screen construction and related diversion system work is to be performed and those additional portions of the real property which must be traversed to gain access to the work site.

III. REQUIREMENTS

Applicant agrees to:

Contingent on receiving funding from DFG, provide monies for purchase of materials and supplies to complete the project, on Landowner's real property, as described in the project description in the proposal.

Provide the heavy equipment and labor and materials to complete the described project on Landowner's real property.

Landowner or responsible party agrees to:

Operate and maintain the fish screen project, for a period of not less than 10 years, from the last date of execution shown below. Landowner or responsible party will operate the fish screen to effectively prevent the entrainment of fish whenever water is being diverted and the possibility of entrainment of salmonids exists. Landowner or responsible party will maintain the fish screen so that it is functioning as designed and is meeting DFG/NOAA Fisheries criteria for fish screens (criteria at time of construction). This shall include regular inspection during operating periods (at least bi-weekly), lubrication, replacement of worn parts, and removal of debris which may affect the operation of the screen. In

the event of an act of nature which results in partial or complete failure of the project, Landowners and/or Applicant will not be held responsible for costs incurred up to the date of the act of nature. Acts of nature include, but are not limited to: floods, earthquakes, volcanic eruptions, wind storms.

IV. DURATION OF NOTICE

The term of this agreement shall be (*number of*) months for work performance, and 10 years for operation, maintenance, inspection, and monitoring purposes from the last date of execution shown below. Applicant or DFG shall give Landowner reasonable actual notice prior to each needed access. Reasonable and actual notice may be given by mail, in person, or by telephone. This agreement can be amended only by prior written agreement of both parties executing this agreement.

V. LIABILITIES

Reasonable precautions will be exercised by Applicant to avoid damage to persons and property.

Applicant agrees to indemnify and hold harmless the landowner and agrees to pay for reasonable damages proximately caused by reason of the uses authorized by this permit, except those caused by the gross negligence or intentional conduct of the landowner.

Landowner Signature

Date

Applicant Signature

(Name of company, organization or agency)

Date

EXAMPLE

PROVISIONAL LANDOWNER AGREEMENT

(Name of Applicant)

(Address)

(City, CA Zip)

Access/Entry Agreement

(Project Title)

I. PURPOSE

The following agreement details requirements of both the landowner and the (applicant name) regarding the (project name). Said property is located two miles upstream of (creek name), tributary to (tributary name).

I, (landowner name), hereinafter called "Landowner", am aware that a habitat restoration project grant application has been submitted to the California Department of Fish and Game (DFG) for funding. The project has been explained to me by the (applicant name). I support the goals of the project. If the project is selected for funding, the Landowner will enter into a ten year access agreement that will be project specific.

II. ACCESS PERMISSION

Landowner hereby grants (applicant's name) and DFG representatives permission to enter onto real property owned by the Landowner to perform pre-project evaluation. Access shall be limited to those portions of Landowner's real property where actual restoration work is proposed to be performed and those additional portions of real property that must be traversed to gain access to the work site. The applicant will contact the Landowner at least 72 hours prior to any visit. At no time will DFG representatives access the property without the applicant unless expressly given permission by the Landowner.

III. DURATION OF NOTICE

The term of this agreement shall commence upon signing of this Agreement and terminate on (end date).

IV. LIABILITIES

Reasonable precautions will be exercised by (applicant name) to avoid damage to persons and property. (Applicant name) agrees to indemnify and hold harmless the Landowner and agrees to pay for reasonable damages proximately caused by reason of the uses authorized by this agreement, except those caused by the gross negligence or intentional conduct of the Landowner.

Landowner Signature

Date

Applicant Signature
(Name of company, organization or agency)

Date