the
Chickasaw Nation
Department of Community Services

Chris Anoatubby
Governor

CHICKASAW FARMS
LANDSCAPING PRODUCTS AGREEMENT

CHICKASAW APPLICANT INFORMATION – (Limit of one application per household)				
First name:	Middle name:	Last name:	Birth date:	
Address:		City:	State:	ZIP:
Directions to home location: _____ _____				
Newly constructed home? ☐ Yes ☐ No If yes, date completed: _____				
Home phone:	Cell phone:	Email address:		

FOR OFFICE USE ONLY - LANDSCAPING PRODUCTS

☐ **Suggested initial package: 3 trees, 6 shrubs, 12 flowers (based on availability), 3 grasses and Sod (new and existing homes are limited up to a limit 10,000 square feet of sod)**

☐ **Suggested supplemental package: 1 tree, 2 shrubs, 6 flowers (based on availability) and 2 grasses based on odd/even years**

Picked up (month/year): _____, _____, _____, _____, _____, _____, _____, _____, _____, _____

REQUIRED DOCUMENTATION

☐ Copy of Chickasaw Nation citizenship card

☐ Copy of utility bill in the name of the applicant (showing physical address)

☐ Proof of home ownership (abstract/mortgage papers/homeowner's insurance declaration page/or acceptable documents – showing physical address)

APPLICANT'S STATEMENT OF AGREEMENT AND UNDERSTANDING

I confirm that these landscaping products are to be used at my primary residence, listed above. I also confirm that I understand that **this service** and survival of my plants depends on many factors, such as soil conditions, weather conditions and continued care. Therefore, I will not hold the Chickasaw Nation and Chickasaw Farms responsible if the sod, trees or plant materials do not survive.

_____ _____
Applicant's signature Date

_____ _____
Chickasaw Farms representative signature Date

The Chickasaw Nation Department of Community Services and the applicant agree to strictly maintain the confidentiality of all information disclosed hereunder or any amendments thereto. The parties agree that the information contained in said application shall be considered "Confidential Information" and shall not be disclosed to third persons, except upon written consent of the applicant or as otherwise required by law.

Form no. 04974 CS-CSS Rev. 8/2017

CHICKASAW NATION
WAIVER AND RELEASE

(The Waiver and Release form must be completed by the Chickasaw homeowner, prior to installation of the sod, for all new construction homes, with the exception of the mutual help home.)

I hereby authorize the Chickasaw Nation to perform landscaping activities (hereinafter "Activities") on the real property located at approximately the following address (hereinafter "Property"):

_____.

The Chickasaw Nation will perform these services at no charge.

I understand that the Chickasaw Nation may utilize heavy equipment to perform the Activities, and I understand that the equipment used by the Chickasaw Nation could cause serious injuries and/or death, as well as damage to Property. I promise to maintain a safe distance from the equipment of the Chickasaw Nation, to use caution at the site(s) upon which the Activities are performed, and to avoid dangerous conditions and injuries.

In exchange, to the fullest extent permitted by applicable law, on behalf of myself, my spouse, my heirs, my assigns, and my other representatives, I agree to forever RELEASE, INDEMNIFY, HOLD HARMLESS, and COVENANT NOT TO SUE the Chickasaw Nation, its officers, employees, and/or agents, from any cause of action, claim, demand, or other legal or equitable remedy (hereinafter, "Legal Claims"), including such Legal Claims that arise from, or are associated with bodily injury, property damage, and/or death related to or arising from the Activities. I agree that the Chickasaw Nation has made no warranty, express or implied, AND I FURTHER WAIVE ALL WARRANTIES, INCLUDING WARRANTIES OF HABITABILITY, FITNESS FOR PARTICULAR USE, AND/OR MERCHANTABILITY, related to and/or arising from the Activities. I further promise that I have the legal authority to authorize the Chickasaw Nation to perform such Activities upon the Property.

I agree that this Waiver and Release shall be interpreted and enforced in accordance with the laws of the Chickasaw Nation, and that nothing in this waiver shall have the effect of waiving or otherwise diminishing any of the sovereign rights of the Chickasaw Nation. By signing this Waiver and Release, I hereby irrevocably consent to the jurisdiction of the Chickasaw Nation with respect to any legal action associated with or arising from the Activity.

My signature below indicates that I have read this Waiver and Release, and that I understand, consent to, and freely sign the same. I understand that this document affects my legal rights, and I promise that I am legally competent to sign this Release and Waiver.

Printed name	Signature	Date
Printed name	Signature	Date

(Each person having title, possession, or any other surface ownership interest in the Property is required to sign before the Activities may be performed).

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