

## Treesilience Application

TreesCharlotte is proud to bring our Treesilience Initiative to the Ramblewood, McCrorey Heights, Greenville, and Historic Hoskins neighborhoods! Treesilience is a three-year holistic tree care initiative to protect and enhance Charlotte's under-canopied and underserved neighborhoods while building community through trees. Through the generosity of corporate sponsors, residents of the Treesilience neighborhood can participate **at no cost**. Homeowners and renters alike are encouraged to participate. Renters must submit a letter of support from their landlord to participate in tree plantings; see page 2 for more details.

Treesilience includes Tree Education, Tree Plantings and TreeCare.

### Priority given to applications received by Sept 15

**Your name\* (required field)**

First

Last

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**Address\***

Street Address

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Address Line 2

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City

State/Province/Region

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ZIP/Postal Code 

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**Home Phone & Cellphone Numbers: \*** 

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**Email Address\*** 

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**Select your Neighborhood. \***

☐ McCrorey Heights

☐ Ramblewood

☐ Greenville

☐ Historic Hoskins

**How did you hear about the Treesilience Initiative?\***

☐ Community Meeting

☐ Postcard

☐ Neighbor

☐ Other 

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 (please specify)

**Do you identify with any of the below subgroups? \* (Choose all that apply)**

- ☐ African American
- ☐ Asian/Pacific Islander
- ☐ Hispanic
- ☐ Native American
- ☐ Other \_\_\_\_\_
- ☐ Disabled
- ☐ Active Military or Veteran
- ☐ LGBTQ Individual

**How many people live in your household? \*** \_\_\_\_\_

**Please indicate the below:**

- ☐ I own my home.
- ☐ I am renting my home.

*(Renters must submit a letter of support, via email, to plant a tree in the ground)*

**Which component of Treesilience are you interested in? \***

See our website for more details on each component: <https://treescharlotte.org/treesilience-application/>

- ☐ Tree Plantings
- ☐ Tree Care (mulching and vine mitigation)
- ☐ Mature Canopy Care (removal of dead or diseased limbs or trees)

**Fill out the sections that apply:**

### Tree Planting

**How many trees would you like planted in your yard? \***

*(Select between 1-5 trees)*

\_\_\_\_\_

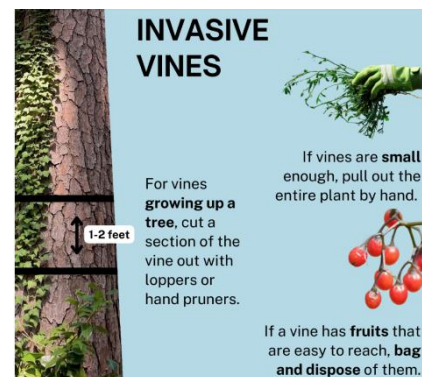
### Tree Care:

**Are you interested in receiving mulch for your existing trees?**

- ☐ Yes
- ☐ No

**Do you have vines on your existing trees? (see example on the right)**

- ☐ Yes
- ☐ No



## Mature Canopy Care

As funding allows, eligible residents may receive mature canopy work (such as hazardous limb and tree removal) at NO COST. All Treesilience residents, regardless of their eligibility for free mature canopy care, can meet with our contracted arborist for a tree assessment to learn about the health and safety of their tree(s).

During the site visit, TreesCharlotte may indicate that a designated location must be cleared before the arborist completes tree work. Mature canopy care may have a fast turnaround, with TreesCharlotte notifying you within a few days when our contracted arborist will arrive to complete their job.

### Eligibility includes:

- Own and live in your home
- The total gross combined income for all residents of your home, including any rental revenue, must be less than 80% of the Area Median Income. \* *(see the below chart)*
- Have a tree on their property that they believe is hazardous
- Attend the Mature Canopy Care Workshop (required)
- Agree ***that before mature canopy care work begins***, any trees removed from their property will be replaced with a new tree.

### Income Requirements based on Area Median Income (AMI) for Mecklenburg County

- Household income must include all adults 18 and over

Number in Household	30% of Median Income	50% of Median Income	80% Average Median Income
1	\$20,950	\$34,900	\$55,850
2	\$23,950	\$39,900	\$63,800
3	\$26,950	\$44,900	\$71,800
4	\$30,000	\$49,850	\$79,750
5	\$35,140	\$53,850	\$85,150
6	\$40,280	\$57,850	\$92,550
7	\$45,420	\$61,850	\$98,900
8	\$50,560	\$65,850	\$105,000

**Do you attest to the below requirements and therefore qualify for free Mature Canopy Care from TreesCharlotte: \***

- Own my home and live in it:
- The total gross combined income for all residents of my home, including any rental revenue, is less than 80% of the Area's Median Income. *(reference the above chart as needed)*
- I agree to having a replacement tree planted if tree removal is deemed necessary

☐ Yes ☐ No

### Treesilience Waivers / Agreements

### **End of Application Waiver (Homeowner Agreement) \***

I attest that I am the residential property owner at the location noted in this application request. I have accepted TreesCharlotte's offer and I acknowledge and agree that (a) I have selected the type of Tree(s) that I would like to have planted on the property; (b) I have consented to the location on the property of each Tree planting; (c) I am solely responsible for watering and otherwise caring for each Tree after its planting; (d) TreesCharlotte is not obligated to move or remove any Tree that it plants on the property if I later decide that such action is necessary or desirable; (e) if I encounter any problems with any Tree and email TreesCharlotte (trees@treescharlotte.org) the specific problems, I understand TreesCharlotte will provide an assessment and advise on steps that may be taken to improve the health of each Tree; (f) if any Tree should die during the first twenty-four months following its planting, excluding death owing to vandalism, acts of God or auto impacts, TreesCharlotte will replace the Tree, on one occasion, at no cost, provided that written notice from me of the Tree's death is received by TreesCharlotte within that twenty-four month period; (g) I have enlisted professional assistance [811] in marking all utilities on my property at least one week in advance of planting and waive TreesCharlotte of any liability if utility lines are hit or broken during planted; (h) I will allow TreesCharlotte staff and contracted arborist team to come onto my property to assess the landscape and trees, to provide tree care, and to take photos of my house, landscaping, and before and after photos; (i) I will remove all property barriers in the mature canopy work area as marked by TreesCharlotte as well as planting sites (which can include but not limited to: opening of locked gates; placement of animals indoors during a notified TreesCharlotte and/or arborist visit; removal of cars from the radius of the mature canopy care work; removal of any items that could pose a danger or risk to TreesCharlotte and/or arborist team; removal of any items that could be in danger of damage from tree work); (j) if a tree planting location has not been chosen by the homeowner, TreesCharlotte will choose a suitable location on behalf of the homeowner; and (k) TreesCharlotte, having provided me with one or more tree plantings at no cost, shall have no liability or responsibility to me whatsoever for any damage to person or property that any Tree planted by TreesCharlotte may cause in the future.

☐ I attest and agree to the Homeowner Agreement.

☐ I am a renter and I will submit a letter of support to TreesCharlotte at trees@treescharlotte.org

### **Volunteer/Participant Liability Release Agreement\***

I, as a volunteer for, or participant in, any of the activities of TreesCharlotte and its partners, I understand that I am free to refuse to participate in or continue activities in any setting where I feel my personal safety is at risk, and that I should alert the staff of TreesCharlotte to any hazardous situations. Furthermore, I hereby release and forever hold harmless TreesCharlotte, its officers, directors, representatives, agents, partners, and staff from all actions, cause of action, claims, demands, and liabilities arising out of, or related in any way, to my participation in the activities of TreesCharlotte at any time henceforth. By signing this form, I also permit TreesCharlotte to use a photo or video of me for their business purposes (website, printed collateral, social media, etc.)

☐ I attest and agree to the Volunteer/Participant Liability Release Agreement

### **Mature Canopy Care Agreement\***

TreesCharlotte will only fund removal/pruning for trees that have been deemed hazardous based on the tree risk assessments completed by a certified Arborist. In consideration of your obtaining this free tree service(s) from Arborguard, you do hereby agree as follows: 1. Services – The services to be performed pursuant to this Agreement shall be limited to those set forth in the highlighted portion of the attached exhibit to this Agreement from Arborguard indicating which tree(s) on your property will receive either removal or pruning (hereinafter, the “Services”). The scope of these services is subject to change at any time at the sole discretion of TreesCharlotte. Any changes to the scope of work must be set forth in writing and signed by an authorized representative of TreesCharlotte and the Homeowner(s). 2. Homeowner agrees to the following: a. If needed, the homeowner will work with Duke Energy (or their energy provider) to turn off their power for tree work. b. Once your application and waivers are signed, the turnaround time may be fast (ex. Receiving a phone call on Monday that the tree work will be completed the next day). c. The area surrounding the tree of concern should be clear from any obstacles (i.e. inoperable vehicles or objects) or items that may become damaged from the date of your approved application until the final completion of tree work at your property. d. Meet with our contracted arborist ahead of any tree care work to understand the scope of work that will be completed and to ask any questions they may have. e. Agree to submit periodic TreesCharlotte surveys to help us gather information about our initiative. f. Agree to allow TreesCharlotte staff to take photographs of your trees and property. g. Agree to attend at least one Treesilience educational event. 3. If you have a tree that is slated for removal, the homeowner agrees to allow TreesCharlotte to replant a young, healthy tree on their property during the planting season following the tree removal. TreesCharlotte will provide and plant the tree, free of charge. Various species will be made available for your selection. The homeowner also agrees to care for and water the tree during the summer months. 4. If your tree(s) are slated for pruning, no further action is required after signing this form. 5. Permission - In consideration for Arborguard’s services for you, Homeowner(s) hereby give permission to Arborguard and/or TreesCharlotte staff and volunteers to enter your property where services are to be rendered as necessary to carry out the services. 6. Liability Waiver and Release– IN CONSIDERATION FOR THE SERVICES TO BE PERFORMED UNDER THIS AGREEMENT, HOMEOWNER(S) SPECIFICALLY UNDERSTAND AND AGREE THAT UNDER NO CIRCUMSTANCES WILL TREESCHARLOTTE BE LIABLE TO HOMEOWNER(S) FOR, AND HOMEOWNER(S) HEREBY ACQUIT, RELEASE, AND FOREVER DISCHARGE TREESCHARLOTTE FROM, ANY DIRECT, ECONOMIC, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND WHATSOEVER, AND ANY OTHER LOSS CAUSED, IN WHOLE OR IN PART, BY OR IN ANY WAY RELATED TO THE SERVICES (AS DEFINED IN PARAGRAPH 1 ABOVE) OR THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT, EXCEPT FOR INTENTIONAL OR RECKLESS CONDUCT BY TREESCHARLOTTE. THIS EXCLUSION IS APPLICABLE TO CLAIMS FOR BREACH OF CONTRACT, TORTIOUS CONDUCT, OR ANY OTHER CAUSE OF ACTION, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH, WHICH I EVER HAD, NOW HAVE, OR MAY EVER HAVE. HOMEOWNER(S) AGREE THAT NEITHER HOMEOWNER(S), NOR YOUR ASSIGNEES, HEIRS, GUARDIANS, OR REPRESENTATIVES SHALL MAKE ANY CLAIM OR DEMAND AGAINST TREESCHARLOTTE IN CONNECTION WITH THE SERVICES OR ANY WORK PERFORMED (OR FAILURE TO BE PERFORMED) BY ARGORGUARD PURSUANT TO THIS AGREEMENT. FOR PURPOSES OF THIS PARAGRAPH, “TREESCHARLOTTE” MEANS AND INCLUDES TREESCHARLOTTE AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND INSURERS, ALONG WITH THEIR RESPECTIVE SUCCESSORS AND ASSIGNEES. IF HOMEOWNER(S) MAKE ANY CLAIM REFLECTED IN THIS PARAGRAPH, AND SUCH CLAIM FAILS, TREESCHARLOTTE SHALL BE ENTITLED TO ATTORNEYS FEES AND COST IN DEFENDING SUCH CLAIM(S). 7. Choice of Law - This agreement shall be governed and construed in accordance with the laws of the North Carolina. I attest that I am the owner of the residential property at the location noted in this application request and I have

accepted TreesCharlotte's offer. I acknowledge and agree that upon which tree services will be rendered by Arborguard Tree Specialists, and I hereby agree to allow Arborguard Tree Specialists to complete tree services on my property as specified in this application. I further agree to the terms in this Agreement, including the liability waiver and release of TreesCharlotte pursuant to the terms of this Agreement. I acknowledge that I have read and accepted the above terms and conditions and signed this Agreement freely, voluntarily, and without duress.

☐ I attest and agree to the Mature Canopy Care Agreement.

☐ I am not applying for the Mature Canopy Care Initiative.

**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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**Priority given to applications received by Sept 15.**

Please submit completed applications to:

TreesCharlotte  
c/o Joi Mayo  
P.O. Box 32367  
Charlotte, NC 28232

If you prefer to email your application or have questions or concerns, please contact:

Joi Mayo  
Community Engagement Manager  
[joi@treescharlotte.org](mailto:joi@treescharlotte.org)  
980-477-0170