

City of Rockaway Beach, Oregon

276 S. Highway 101, PO Box 5
Rockaway Beach, OR 97136
(503) 374-1752 FAX (503) 355-8221
www.corb.us * cityhall@corb.us



WAIVER OF LIABILITY- RELEASE TO BURN

We, the undersigned, being the sole owners of the structures, improvement, and real property located at _____, Rockaway Beach, Tillamook County, Oregon and including the following structures: _____, hereby request that the City of Rockaway Beach burn the structures and all contents located therein. We expressly represent that we have the legal authority to request the burning of these structures and that no other person claims a legal interest in these structures. The undersigned donate these structures and their contents, to the City of Rockaway Beach, for the express purpose of training firefighters, emergency response crews, and for other firefighting purposes.

1. **Insurance:** We represent, and agree that these structures are no longer insured against any loss by fire, natural disaster, or other calamity, that no hazardous wastes, explosives, exist within those structures and within the real property above.
2. **Indemnification:** We agree to indemnify and hold harmless the above municipal corporation, its agents, officers, fighting organizations, including municipal fire departments, the City of Rockaway Beach, and their respective employees, officers, agents, and insurance carriers, from any existing condition, circumstance or status within such property, and from an fire, loss, damage, and destruction of the above structures, and personal injuries resulting from the actions of the above corporation and other entities as listed. We further agree to indemnify and hold harmless the City from any lien by any person claiming an interest in the property and the land burned hereunder other than ourselves.
3. **Utility Disconnect:** Prior to any such burning and at the request of any firefighter official or officer, we shall provide written proof from the Tillamook People's Utility District, and from any other utility, that such utility services to that property have been disconnected.
4. **Sealing of Utilities:** We agree and covenant that within 14 days following such burning, we, at our own cost and expense, shall immediately seal any sewer, septic, and other utility structures, pipes, and services, in a manner acceptable to the appropriate governmental agencies so as to prevent ant infiltration into such utilities.
5. **Debris Removal:** We further agree to fully clean up and remove any debris to ground level in a manner acceptable to the City of Rockaway and Tillamook county, as the case may be, within 30 days from the date of burning, and to hold the City and other entities named above harmless from any such action and negligence arising therefrom. In the event that we do not so, we expressly give permission for the City to cause the debris removal and to recover the out-of-pocket cost to the City, plus a 10 percent administrative fee to be charged to us. We agree to pay this cost within 30 days from the date of the billing. In the event we don't make timely payment, we expressly agree that the City may utilize any legal means to recover the costs against us, including express approval to lien the above listed real property until payment in full is received. Interest shall accrue at 9 percent rom the 31st day after billing.
6. **Permission to Go On-Site:** We hereby expressly grant permission to the City and all those persons and entities listed in paragraph 2 herein to go onto the real property listed herein for the purpose of burning

and otherwise conducting emergency response and firefighter training and for the purpose of clearing debris from the site if we do not do so.

- 7. **Attorney Fees:** In the event this agreement and release is the subject of a lawsuit or action, the prevailing party shall be entitled to a judgment and award of reasonable attorney fees and costs as awarded by the trial or appellate court.

This is a binding legal agreement and we acknowledge we have fully read and understood its terms and conditions, and we have been advised to seek independent legal counsel regarding this agreement.

Property Owner (Please Print Name)

Property Owner Signature

Date: _____

Property Owner (Please Print Name)

Property Owner Signature

Date: _____

By: _____



State of Oregon Department of Environmental Quality

Licensed Asbestos Abatement Contractors

This is a list of asbestos abatement contractors that have obtained a license from the Oregon Department of Environmental Quality. This list does not constitute an endorsement by the Agency. Services provided and costs are solely determined between the abatement contractors and their customer.

AAM, Inc.

11225 SW Greenburg Rd.
Portland, OR 97223
(503) 624-9221

Alpine Abatement Associates, Inc.

PO Box 1557
Bend, OR 97709
(541) 388-2672

Allstar Construction LLC

35687 Ebenger
PO Box 1613
Albany, OR 97321
(541) 936-0033

Asbestos Abatement, Inc.

PO Box 2593
Boise, ID 83714
(208) 345-3574

Asbestos Control Group, Inc.

19386 SW 55th CT.
Tualatin, OR 97062
(503) 692-5174

ATEZ, Inc.

PO Box 126
Harrisburg, OR 97446
(541) 995-6008

Bethany Technologies

12615 SE Nixon Ave.
Milwaukie, OR 97222
(503) 724-6465

Cascade Insulation, Inc.

22356 Nelson Road
Bend, OR 97701
(541) 388-2600

Envirocon, Inc.

PO Box 16655
Missoula, MT 59808
(406) 523-1150

Enviromex Contracting, Inc.

12435 Clow Corner Road
Dallas, OR 97338
(503) 831-2000

First Response Environmental Services

PO Box 3323
Central Point, OR 97502
(541) 621-0911

Global Pacific Environmental

1919 W. 39th Street
Vancouver, WA 98660
(360) 993-4479
(503) 223-4401

IRS Environmental of Portland

777 SW Armco Avenue
Hillsboro, OR 97123
(503) 693-6388

IRS Environmental of Washington

12415 E. Trent Ave.
Spokane, WA 99215
(509) 927-7867