

City Cuts Program Application Agreement

This City Cuts Program Application Agreement (this “Agreement”) is created and effective as of the date of the APPLICANT’s signature on this Agreement.

WHEREAS, the City Cuts Program is the City of Pittsburgh’s (the “CITY”) lawn cutting service for older neighbors, veteran neighbors, and neighbors with disabilities, who do not have the means to cut their own grass (the “Service”);

WHEREAS, APPLICANT has applied to the CITY for participation in the City Cuts Program and requested the Service be performed on the property located at _____ (the “Property”);

NOW THEREFORE, the undersigned APPLICANT hereby acknowledges and agrees as follows:

I. CITY CUTS REQUIREMENTS AND RULES

1. APPLICANT certifies that APPLICANT is 62 years of age or older, a military veteran, and/or has a physical disability that prevents APPLICANT from cutting grass.
2. APPLICANT does not have available resources to assist with grass cutting.
3. APPLICANT lives within the CITY limits.
4. APPLICANT certifies that APPLICANT is the owner of the Property or is responsible for the grass cutting on the Property.
5. APPLICANT is aware that City Cuts Program recipients are provided the Service on an availability basis, and therefore, APPLICANT is not guaranteed to be provided with the Service.
6. APPLICANT understands this is not a landscaping service and the only service provided will be grass cutting.
7. APPLICANT understands that the Service is expected twice a month, but that specific scheduling of the Service is not possible.
8. APPLICANT also understands that the Service is not provided for side yards, that the Service provided is contingent upon accessibility of property (which may be affected by gates, fences, pets, etc.), and that the Service may be affected by the presence of debris or other impediments that would cause hindrance in yard care (pet feces, etc.).
9. APPLICANT agrees to treat any and all City Cuts contractors with dignity and respect, or risk expulsion from the City Cuts Program at the complete discretion of the CITY.

II. RELEASE & HOLD HARMLESS

1. APPLICANT agrees to assume all risk of injury, harm, or damage to APPLICANT's person or property which may arise as a result of the performance of the Service and does hereby release and agree to indemnify and hold harmless the CITY, its agents, officers, and employees from any and all liability actions, damages, and claims of any kind and nature whatsoever for injury or harm that might arise in connection with the use of the Service.
2. APPLICANT further agrees that this Section II of this Agreement is intended to be as broad and inclusive as is permitted by the law of the Commonwealth of Pennsylvania and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
3. APPLICANT further agrees that no oral representations, statements, or inducements apart from this Agreement have been made.

IN WITNESS WHEREOF, APPLICANT or APPLICANT's duly authorized representative has agreed to this Agreement.

APPLICANT SIGNATURE

Print Name:

Date

Address: _____

Neighborhood: _____

Email: _____

Phone: _____