

ACCESS TO PROPERTY AGREEMENT

The [Vendor Name] (“Vendor”) and [Company Name] (“Owner”) hereby enter into this Access to Property Agreement regarding access to Owner’s property at the following location (the “Site”):

[Insert legal description or street address here -]

**123 Main Street
Anytown, Kansas 66000**

The terms of this Access to Property Agreement are as follows:

1. The access to the property granted by Owner to Vendor, its employees, agents, assigns or contractors, is in consideration of the promises and assurances provided by Vendor regarding the performance of the work under the conditions set forth below.
2. Owner grants Vendor and its employees, agents, assigns or contractors access to all necessary locations at the Site for the purpose of *[describe work to be done, e.g.: “conducting and overseeing an environmental investigation at the Site, including taking water, soil and air samples there, during...” – whatever the actual work to be done is; also insert dates/duration here]*.
3. Vendor assures the owner that prior to termination of this Consent Agreement, all Vendor materials and equipment shall be removed from the property and the property restored, as nearly as reasonably possible, to the condition it was in at the time Vendor began its work at the Site.
4. Vendor and its employees, agents, assigns or contractors will comply with all city, county, state, and federal laws, statutes, regulations, and ordinances which may affect or pertain to the environmental activities conducted at the Site.
5. Other than the activities specified herein, no further Vendor access to or use of the property is permitted under this agreement. However, Vendor may seek further access to the property by agreement or consent of the parties, or as otherwise allowed by law.
6. By signing this agreement, Vendor hereby represents and warrants that any Vendor contractor doing work pursuant to this agreement at the Site shall have adequate insurance. However, Vendor does not maintain insurance for work that Vendor itself conducts.
7. Vendor agrees to be responsible for proper disposal of any waste it generates pursuant to its own work hereunder.
8. Vendor will not be liable for any act or omission of its employees, agents, assigns, or contractors beyond the liability granted by the Kansas Tort Claims Act, K.S.A. 75-6101 et seq.
9. The parties signing below warrant that the signatories have the necessary authority to enter into this agreement. Owner signing below warrants that it is the owner in fee simple of property at *[location or address described up at the top of this agreement – insert or reference here]*

XYZ COMPANY, INC.

VENDOR

By: _____
Authorized signature for XYZ Company, Inc.

By: _____
Authorized signature for Vendor

Print name and title of person signing

Print name and title of person signing

Date _____

Date _____