Pre-Burn Equipment Agreement

#_____

This equipment issued this _____day of _____,200____ by the Linn County Soil and Water Conservation District (hereinafter referred to as "SWCD") grants to:

Name: _____
Address: _____
City, State _____ Zip: _____

(Hereinafter referred to as "Cooperator") the right to use the Linn County SWCD prescribed fire equipment.

The Green Hills RC&D, local Quail Unlimited Chapter, Natural Resources Conservation Service (NRCS), Missouri Department of Conservation (MDC), and your local SWCD have jointly provided this prescribed fire equipment to encourage the proper and safe use of prescribed fire to manage grasslands in North Central Missouri. These agencies do not promote the use of fire for any other purpose.

You are legally responsible for damages that occur as a result of your prescribed burn. This includes smoke damage or fire damage. Just as in the safe use of farm machinery or pesticides, fire must be used with proper manpower, equipment, weather, and attitude.

The agencies jointly providing this equipment request that the person supervising the burn attend a prescribed burn workshop and have a prescribed burn plan written on the land they are burning. Burn equipment will be provided on a first come, first serve basis.

This equipment does not represent a complete set of hand tools needed to conduct a prescribed burn. It is only a select set of specialized equipment that is not commonly owned by farmers and ranchers. The prescribed burn plan will contain a complete list of all equipment needed to set, contain, or extinguish grassland fires. It is the responsibility of the COOPERATOR to ensure that this equipment is in working condition before igniting fire.

Many of the traditional opinions about fire have resulted from its careless or improper use. Improperly planned and carelessly used fires may result in destroyed personal property, damaged timberlands, impaired health or lost lives.

By signature of this agreement, I acknowledge that I understand that the person's igniting a prescribed burn may be held liable for damages resulting from the fire including control costs, should the fire escape the designated area. It is further agreed that person's using this equipment shall hold and save the Green Hills RC&D, NRCS, Quail Unlimited, MDC and the Linn County SWCD, its officers, agents or employees, harmless from any and all liability for wages, supplies, equipment, damage and injury to persons or property arising in connection with any activity conducted by cooperators using this equipment. Furthermore, I specifically agree to accept all liability with respect to the ditcher while in use. I will pay the charges listed above, and I understand and agree to the conditions of this agreement.

_____	_____	_____
Signature of Renter	Phone	Date

$_____	_____	_____
Deposit	Date Received	Received by

_____x $_____= $_____	+ _____	- _____	= _____
Days	Rental Fee	Service Fee	Deposit	Balance Due

Dep Check# _____
Check#_____
Receipt #_____

_____
Date Paid

Equipment Rented:_____
Service Fee Description:_____