



# **Mercer County Soil and Water Conservation District**

20593 US Hwy. 65 Princeton, MO 64673 Phone (660) 748-3857 ext. 3 Fax (660) 748-4589

## **MERCER COUNTY SWCD BURN EQUIPMENT USE AGREEMENT**

I, the Renter and User of the Burn Equipment, agree to the following conditions:

### **RENTAL RATE:**

There is no charge for the use of the Burn Equipment. However, donations will be accepted by the Mercer County SWCD to offset the normal wear and tear costs of this equipment as a result of my use and maintain its use for future burns.

**\*\*IF RENTER FAILS TO RETURN THE EQUIPMENT 2 DAYS AFTER THEIR SCHEDULED RENTAL PERIOD, THEN A RATE OF \$75/DAY PENALTY WILL BE INCURRED UNTIL THE EQUIPMENT IS RETURNED\*\*** Initial \_\_\_\_\_

### **DEPOSIT REQUIRED:**

A \$200 damage deposit is required before using the burn equipment.

**\*\*If there is damage, repair cost will be taken out of the deposit and the remainder will be returned to the renter. If the damage is greater than the deposit, Renter will be billed for the balance of the repair cost\*\*.** Initial \_\_\_\_\_

The deposit check will be held until a board member and/or an employee can check the equipment for damages and the renter has paid the rent and any other necessary fees.

### **GENERAL CONDITIONS**

1. The Green Hills RC&D, local Quail Unlimited Chapter, Natural Resource Conservation Service (NRCS), Missouri Department of Conservation (MDC), and Mercer County SWCD have jointly provided this prescribed burn 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 purposes.
2. You are legally responsible for damages that occur as a result of your prescribed burn. This includes smoke 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.
3. The agencies jointly providing this equipment request that all persons using this equipment 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.
4. 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 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 the fire.
5. 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, damage timberlands, impaired health or lost lives.
6. By signature of this agreement, I acknowledge that I understand that persons 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 persons using this equipment shall not hold and save the Green Hills RC&D, Quail Unlimited, MDC, and the Mercer 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.
7. I agree to make a Care and Maintenance deposit of \$200 to the Mercer County SWCD which will be refunded upon the return of all equipment on time without damage. I also agree to replace any equipment permanently damaged, lost or stolen while in my possession.
8. District employees can refuse the use of all equipment based on past rental history.

### **SCHEDULING:**

Priority for use of the burn equipment is given to the person who is ready to use the burn equipment and has paid the deposit.

**Assumption of Liability and Hold Harmless:**

I understand and agree to these conditions and will pay the charges requested by the Mercer County Soil and Water Conservation District.

I assume all risk for injury to myself, or damage to my property, as a result of my use of the burn equipment .

I will not hold the Mercer County Soil and Water Conservation District or the Natural Resource Conservation Service, their supervisors or employees liable, in any way, for any damages, injury, or losses that in some way result from the use of the burn equipment .

I accept all liability for injury to others, or damages to the property of others, from my use of the burn equipment .

I agree to defend, pay on behalf of, and hold Mercer County SWCD, NRCS, its supervisors, employees or agents, harmless from all claims of whatsoever nature or kind arising out of any act, or failure to act, whether or not negligent, in connection with my use of the survey equipment, and my performance of the terms of this rental agreement.

If legal services of any kind are needed in the collection of a rental bill, the renter will be charged for all fees associated with the collection and payment must be made by either cashiers check or money order.

By signing this rental agreement, I accept all liability for the equipment and any damages to it or others while in my possession.

Agreed to by \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_

Estimated date/s of use \_\_\_\_\_

# of days \_\_\_\_\_

<b>For Office Use:</b>			
_____	_____	_____	_____
Damage Deposit/Ck. #	Date Received	Received by	Date deposit returned
*****			
Remarks-			

Total Fee: \_\_\_\_\_

Estimated Damages: \_\_\_\_\_

Minus Deposit: \_\_\_\_\_

**Balance Due:** \_\_\_\_\_

Received by \_\_\_\_\_ Check # \_\_\_\_\_ Date # \_\_\_\_\_