

Mercer County SWCD Agreement
Burn Equipment

1. This equipment issued this day _____ 20__ by the Mercer County Soil and Water Conservation District grants to:

Name: _____

Address: _____

State: _____ Zip: _____ Phone:(____) _____

the right to use the Mercer County SWCD prescribed fire equipment.

2. 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 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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 hold and save the Green Hills RC&D, NRCS, Quail Unlimited, MDC and the Mercer County SWCD, it's 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.

8. 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 and without damage. I also agree to replace any equipment permanently damaged, lost, or stolen while in my possession.

9. 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.

Cooperator: _____ Date: _____

SWCD Employee: _____ Date: _____