

## LANDOWNER AGREEMENT

This Agreement is made between The Prairie Enthusiasts, Inc. (TPE) and \_\_\_\_\_, (Landowner).

1. Purpose of Agreement: The Landowner desires to have TPE do a controlled burn on lands owned by the Landowner. TPE has agreed to conduct the burn. TPE, before conducting the burn, wants to be certain that Landowner understands certain hazards and risks involved in conducting a controlled burn. Without Landowners agreeing to hold TPE harmless as a result of hazards described in this Agreement, TPE would not conduct the burn.
2. Property Boundaries: TPE agrees to work within the area identified by the Landowner. In the event that the Landowner has identified lands owned by third parties as lands on which TPE is to perform services, then the Landowner shall be liable for all damages of any kind claimed by any third party and shall hold TPE harmless on account thereof.
3. Potential Hazards: The Landowner has been advised and fully understands that services of TPE may cause dangerous hazards on Landowner's property. Burning may also result in damage to trees, causing them to fall. All this may result in damages to fences, roads, other trees, or improvements as well as injury to persons. Smoke from the controlled burn could cause damage to the interior of Landowner's home or outbuildings or any laundry on the line. Fully understanding these hazards, the Landowner does hereby agree to assume these risks to hold TPE harmless on account thereof.
4. Landowner Obligations: It shall be Landowner's obligation to remove or protect any non-natural items on the property to be burned, including benches, fuel tanks, power lines or personal property or equipment. If there are items that cannot be removed but could be damaged the Landowner will notify TPE of their presence so that TPE can take measures to protect the items.
5. Monitoring Burns: Landowner has signed or will sign an agreement with TPE stating the time when the Landowner agrees that TPE may leave the property. After that time the Landowner agrees to assume responsibility for monitoring the burn area to insure that no fire will escape. After TPE leaves the property, the Landowner agrees to hold TPE harmless on account of any fire that may escape.
6. Undesired Results: The Landowner understands that burning and other activities for which the services of TPE have been retained may result in shifts in composition and richness of plant varieties that are not those desired by the Landowner. Because these are natural events that cannot be controlled by TPE and cannot be predicted, Landowner agrees to hold TPE harmless on account of any such undesired changes.

7. Non-TPE Volunteers on Site: TPE works with volunteers who have been approved by TPE. To the extent non-TPE volunteers are permitted to be on the property by the Landowner during burns, the Landowner agrees that TPE will not be liable for any injury sustained by a non-volunteer or for any damage caused by a non-volunteer. Landowner agrees to hold TPE harmless on account of any such injuries or damages.
  
8. Effect of Hold Harmless Agreement: Where the Landowner agrees to hold TPE harmless under various provisions in this agreement, this is defined to mean not that not only will the Landowner not make any claim against TPE for the events specified, but that Landowner will also defend TPE and reimburse TPE for the cost of any defense in the event of any claim or suit initiated by a third party arising out of an event for which the Landowner agrees to hold TPE harmless. In the event damages are awarded against TPE, Landowner agrees to reimburse TPE for the same.
  
9. Binding: This agreement is binding on the parties, their heirs, successors, and assigns.

Dated: \_\_\_\_\_, 201\_\_.

THE PRAIRIE ENTHUSIASTS, INC.

By:

\_\_\_\_\_

LANDOWNER:

\_\_\_\_\_

\_\_\_\_\_