

TPE BURN CONTRACT

This Agreement is made between The Prairie Enthusiasts, Inc. (TPE) and _____, (Landowner). Landowner is the legal owner or authorized owner's representative for property they control in the County of _____ in the State of _____.

1. Purpose of Agreement: The Landowner desires to have TPE perform one or more prescribed burn son lands owned or controlled by Landowner. TPE has agreed to conduct the prescribed burn(s) as a service for a fee. TPE, before conducting the burn(s), 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. Burn Plan and Permission to Burn: Landowner grants TPE permission to conduct a prescribed burn on lands of which they are the legal owner or authorized legal owner's representative. The burns will be conducted on the specific parts of the property described in the written burn plan dated _____, which Landowner has reviewed. This permission to burn is valid between the dates of _____ and _____.

3. Fee for Services: TPE will conduct the prescribed burn described in the burn plan for a total fee of \$_____, or \$_____ per acre, payable upon completion of the prescribed burn. I understand that this is a fee-for-service contract, and that The Prairie Enthusiasts will not consider it as a charitable contribution to a 501(c)(3) non-profit organization for income tax purposes.

4. 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.

5. 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.

6. Monitoring Burns: While the burn has been completed, there may be embers, smoldering logs, or other sources from which fire could escape. Landowner, knowing

that TPE would be willing to remain on the site for an additional period of time to monitor the area and ensure that there is no escape of fire, agrees that TPE may leave the site and does hereby release TPE from further responsibility relating to the fire and does hereby agree to assume all further responsibility for ensuring that no fire escapes from the burned area. After TPE leaves the property, the Landowner agrees to hold TPE harmless on account of any fire that may escape.

7. Undesired Results: The Landowner understands that burning and other management activities carried out by TPE 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.
8. Non-TPE Volunteers on Site: TPE works with volunteer burn crew members and leaders who have been approved by TPE as having the required training and experience to perform their roles in the prescribed burn. 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 injuries sustained by a non-TPE volunteer or for any damage caused by a non-TPE volunteer. Landowner agrees to hold TPE harmless on account of any such injuries or damages.
9. Effect of Hold Harmless Agreement: Where the Landowner agrees to hold TPE harmless under various provisions in this Agreement, this is defined to mean 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.
10. Binding: This agreement is binding on the parties, their heirs, successors, and assigns.

Dated: _____, 20__.

THE PRAIRIE ENTHUSIASTS, INC.

By:

LANDOWNER:
