



# TPE Burn Equipment Loan Agreement

The Prairie Enthusiasts (TPE; Lender) agrees to loan equipment to the TPE member (Borrower), provided s/he agrees to the terms and conditions specified herein.

**Please print clearly**

Name of Borrower (First, M.I. Last)	Home Telephone No. (include Area Code)
Address	Work Telephone No. (include Area Code)
City, State and Zip	Equipment Use Date (month, day, year)

## Equipment covered by this agreement

Bladder bag	Drip torch	Pulaski	Torch fuel can	Water wagon
Leaf blower	Hard hat	Rake /Swatter	Two-way radio	Weather kestrel

## Terms and Conditions

**Intended Use and Lender Mission:** Equipment owned and maintained by the Lender is intended to be used to preserve, enhance or restore prairie and oak savannas or other fire-dependent habitat on public and private lands. The Lender reserves the right to refuse to lend any equipment if, in the judgement of the Lender, the intended use is not in accordance with the mission of TPE, or if it otherwise appears that lending the equipment would not be in the best interest of TPE. The mission of the Lender is to be an educational and management resource to landowners and public land agencies to benefit prairie and savanna protection and restoration, and to increase awareness of the value and rarity of these ecosystems in the Upper Midwest.

**Limitations on use:** Borrower agrees not to use any equipment borrowed from Lender for commercial purposes. Borrower will not use burn equipment to accomplish any purpose not related to protecting, enhancing or restoring prairie, oak savanna or other fire-dependent habitat.

**Responsibility for Loss or Damage to borrowed equipment:** Borrower agrees to be solely and absolutely liable for loss or damage to borrowed equipment and to reimburse Lender in an amount to be determined by Lender for the cost to replace or repair the lost or damaged equipment. If it is necessary for the Lender to hire an attorney to collect such reimbursement, Borrower also agrees to be liable for the cost of reasonable attorney fees necessary to collect the amount due.

**Liability for damage to property or personal injury or death:** Borrower agrees to be responsible for any damage to real or personal property, bodily injuries or deaths resulting from the use of borrowed equipment while in possession or under the control of Borrower. Borrower is responsible for assurance that equipment is in working order prior to its use. Borrower agrees to hold harmless and indemnify Lender, The Prairie Enthusiasts, its agents and assigns from any and all claims arising from the use of said equipment, including attorney's fees incurred in defending against such claims.

The Lender, and its agents and assigns, disclaim any liability for any damage to real or personal property, bodily injuries or death as a result of use of borrowed equipment in connection with a prescribed burn or for any other purpose. Loan of the equipment to Borrower does not create any duty or responsibility of Lender for safe or proper use of the equipment or for any injuries or harm due to unsafe or improper use.

**Acknowledgement:** I have read and understand this agreement. I agree to the terms and conditions herein.

\_\_\_\_\_  
Respective TPE Chapter Equipment Loan Coordinator

Date: \_\_\_\_\_

\_\_\_\_\_  
Borrower

Date: \_\_\_\_\_

## **TPE Equipment Loan Procedures**

(example to be modified as needed for chapter use)

There is no fee associated with the loan of this equipment.

**Procedures:** In order to ensure equipment availability as well as the safe and appropriate use of TPE equipment, we have established a procedure for borrowing equipment along with a set of criteria members must meet before equipment will be loaned.

1. Members should express an interest for equipment use at the spring or fall burn sign-up meeting or contact the Equipment Coordinator to get put on the list.
2. An Equipment Loan Agreement must be signed, dated and given to the Equipment Coordinator each time the equipment will be loaned.
3. A member must attend an equipment demo/training meeting or prescribed burn workshop at least once in a two-year time span prior to borrowing TPE equipment. This will ensure members know how to use equipment and can do general maintenance while the equipment is in his/her possession.
4. Member must sign out the equipment in the logbook (at location where equipment stored) when borrowed and sign item(s) back in when returned. The Equipment Coordinator will examine the equipment for damage other than normal wear and tear. If there are problems with the item(s) borrowed, the Borrower should inform the Equipment Coordinator so they can be fixed.
5. Burn equipment must be returned within 3 days of date borrowed unless other arrangements are made.
6. Equipment should be returned in at least the same condition it was loaned.
7. Equipment using fuel must be returned with the same amount of fuel as when borrowed. All gas/oil mixtures should be mixed according to what is specified in the owner's manual or equipment fact sheet.