

TPE LANDOWNER BURN AGREEMENT

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 do one or more prescribed burns on lands owned by the Landowner. TPE has agreed to conduct the burn(s). TPE, before conducting the burn(s), wants to be certain that Landowner understands certain hazards and risks involved in conducting a prescribed burn that TPE is not in control of. Without Landowners agreeing to hold TPE harmless as a result of hazards described in this Agreement, TPE would not conduct the burn. The agreeing to hold harmless described in this Agreement does not cover other risks and hazards when conducting burns that are not specified below.
2. Burn Plan and Permission to Burn: The prescribed burn(s) will be conducted in areas specified in written burn plans for each burn, which shall be reviewed with Landowner, who will provide written permission to conduct the planned burn(s) over a specified time range by signing a *TPE Permission to Conduct Prescribed Burns* form for each set of burns to be conducted on the property.
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 result in damage to trees, causing them to fall and this may result in damage to fences, roads, other trees, or improvements as well as injury to people. 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 and 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: While the burn has been completed, there may be embers, smoldering logs, or other sources from which fire could escape. When 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 will thereby release TPE from further responsibility relating to the fire and does thereby 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.

6. Undesired Ecological 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 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 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.
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 that not only will the Landowner not make any claim against TPE for the events specified in this agreement, 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: _____, 20__.

THE PRAIRIE ENTHUSIASTS, INC.

By:

LANDOWNER:
