



Minnesota Pheasants Forever Mobile Prescribed Burn Unit Checkout Agreement

Users of Mobile Prescribed Burn Unit (MPBU, also known as ‘burn trailer’) or burn equipment shall promptly notify both the Pheasants Forever representative and the burn association representative (if applicable) of any loss, theft, damage, non-working state, or destruction to the equipment.

The MPBU and its equipment shall not be sublet, assigned, nor permit other groups to operate the equipment other than the user signing this agreement, their agents, or employees (hereafter referred to as the “User”).

Title of the equipment shall remain at all times in the name of Pheasants Forever, and should the user be in default of any term or condition of this lease, the user consents that a Pheasants Forever representative or designee may enter upon the user’s premises using such force as permitted by law to take possession and remove the equipment without prior demand or notice wherever the equipment may be located without any court order or any other process of the law.

The user hereby waives any and all damages occasioned by such taking of possession of the equipment and such taking of possession shall not relieve the user of its obligations to pay the total amount of any damage done to the equipment since picked up under this agreement. After taking repossession, Pheasants Forever may check out the equipment to anyone and will be under no obligation to return possession of the equipment to the user.

Failure to demand strict performance of this agreement by the user shall not waive or diminish Pheasants Forever’s rights thereafter. Waiver of any default shall not waive any other default, all Pheasants Forever rights here under are cumulative and alternative.

The checkout agreement constitutes the entire agreement between parties and may not be modified in any way except with direct consent of the Pheasants Forever Minnesota Prescribed Fire Coordinator. This checkout agreement is subject to the laws of the State of Minnesota.

I agree with the conditions checklist as I have picked up this equipment on this date ____/____/____ and I agree to be held financially responsible for any damage or loss that occurs while in my possession for any parts or labor to restore the equipment to the condition that I received it today.

When equipment is missing or damaged, it will be billed at the rate stated on the trailer inventory sheet or attached equipment checkout list.

The total cost to build and make each MPBU available is \$32,000

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It is further understood that the user shall have on file the following information upon checking out the equipment, and will provide such information upon request:

1. A copy of fully completed burned plan.
2. A copy of a burn permit.

It is further understood that the user shall complete following information upon return of the equipment:

1. Fill out and submit the Mobile Prescribed Burn Unit Activity Report Form
2. Pay \$75 fee per trailer/per burn to Minnesota Pheasants Forever
3. Pay for any missing or damaged equipment

I will hold harmless Pheasants Forever from any bodily or property damage by the use of this equipment. I understand Pheasants Forever will not be responsible for any resulting crop of failure or damage to property thereof by my use of this equipment or any loss caused by delay in repairing or maintaining the equipment, including the acts of renter, their agents and employees. I understand that Pheasants Forever is not responsible for reviewing my burn plan, and as a result, makes no assertions regarding its completeness or appropriateness for my particular burn. I further understand that the equipment contained in the MPBU is designed to contain the basic equipment to conduct a prescribed burn, and that I am solely responsible for supplementing the MPBU with any additional equipment or supplies that might be dictated by my burn plan or any other government laws and regulations.

Printed Name _____

Address _____

Phone _____ **Email** _____

Signature _____

Date _____

Signed copy of form to be maintained for 1 year