## BURN EQUIPMENT AGREEMENT

The	Coles County Soil and Water Conservation District ( <b>District</b> ) hereby agrees to allow ( <b>Borrower</b> ) to utilize free of charge burn equipment for the sole and					
express purpose of habitat improvement projects, restoration and regeneration of grasses and forbs. The borrower is planning on burningac of habitat using the burn equipment.						
The SWCD hereby allows Borrower to utilize the equipment listed in Exhibit A attached hereto for the term set forth below for no charge under the following terms and conditions:						
1.	Borrower will provide all transportation for the equipment and assume all risk associated with the transportation of the equipment. The Borrower will get the equipment from the SWCD office located at 6021 Development Drive, Suite 2 Charleston, Illinois and return the equipment to that same address on or before the agreed time of return. Equipment will only be accepted for return during normal business hours (Monday through Friday from 8:00am-4:30pm).					
2.	It is contemplated that the Borrower will have possession of the equipment not more than $\underline{3}$ calendar days. The loaned equipment will be returned to the office by the close of business on					
	On					
3.	• Borrower agrees to leave with the SWCD a security deposit of \$100.00 and understand that should the equipment not be returned in good working condition or if the equipment is not returned promptly at the end of the term, the SWCD will not remit the security deposit back to the Borrower as the security deposit will be deemed forfeited to the SWCD.					
4.	Borrower shall indemnify, defend (by counsel reasonably agreed to by District), protect and hold District, District Directors and District Employees harmless from and against any and all claims, actions, causes of action, liabilities, penalties, forfeitures, losses, or expenses (including without limitation, reasonable attorneys' fees and costs), caused by use of the equipment described herein.					
5.	5. Borrower agrees to use and care for the equipment in a careful and prudent manner and to pay all operating maintenance expenses while the equipment is out of the possession of the SWCD and to make, at the Borrower's expense, any and all repairs needed to return the equipment to good working order should the equipment be damaged during the Borrower's use of the same. The equipment shall be returned to the SWCD in as good as condition as received during normal business hours (Monday through Friday from 8:00am-4:30pm). If upon its return to the SWCD the equipment is not in such good condition, the SWCD may repair and the Borrower shall pay the cost of any such repairs incurred by the SWCD.					
I have read, fully understand and agree to the conditions stated in this contract.						
Prir	ted Name Signature Date					
Add	Iress City, State, Zip Phone Number					

Initials of Person Accepting Contract\_\_\_\_\_

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## **EXHIBIT A**

<u>Initials</u>	<b>Quantity</b>	<u>Item</u>	Price Per Unit
	Medium Large XL XXL	Nomex Brush Shirt	\$ 99.00 - \$114.00
	Medium Large XL XXL	Nomex Pants	\$199.00 - \$230.00
		Gloves	\$ 30.00
		Helmet	\$ 38.00
		Goggles	\$ 28.00
		Back Pack Sprayer	\$ 222.00
		Drip Torch	\$ 125.00
		Power Blower	\$ 399.00
		Council Fire Rake	\$ 32.00
		Flapper	\$ 39.00
		Weather Instrument	\$ 133.00
		Motorola Two-Way Radios	\$75.00
		Road Sign	\$50.00
Borrower:		Assisted by	
Date of Agre	ement		

All programs and services of the Coles County Soil and Water Conservation District are offered on a Nondiscriminatory basis, without regard to race color, national origin, religion, sex, age, disability, political beliefs, and/or marital or familial status.