



Georgia Forestry Commission Services Agreement

Landowner must initial in the box below for each service requested under this Agreement

_____ Firebreak/Harrowing Assistance <i>Note - requires only one agreement for as long as Landowner remains the same</i>	_____ Prescribed Fire Assistance <i>Note – requires a new agreement for each prescribed fire assistance service</i>	_____ Mastication Assistance <i>Note - requires only one agreement for as long as Landowner remains the same</i>
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The Landowner whose name and signature appears on page two of this Agreement desires services and assistance from the Georgia Forestry Commission (“Commission”) on Landowner’s property, and acknowledges that they hold legal ownership of the property on which services are requested.

The Commission has no contractual obligation to provide any assistance and no continuing obligations after Commission resources terminate their services and/or assistance and leave the site.

The Landowner will reimburse the Commission for services and assistance rendered in the Commission's standard amounts, costs, fees, and charges for such assistance. Upon Landowner, or the Landowner’s Authorized Representative as indicated by Landowner's designation and signature on page two of this Agreement, the Landowner agrees to allow Commission personnel access to the area at any time for the purposes of evaluating results of the provided services/operations.

The Landowner remains fully responsible for all aspects of the services being provided by the Commission, including those for which the Commission provides assistance and the adequacy of such assistance. The Landowner, or the Landowner’s Authorized Representative, indicated by Landowner's designation and signature on page two of this Agreement, agrees to the following conditions: to ignite the fire and remain readily accessible by on-site Georgia Forestry Commission personnel during prescribed burning assistance services; to have the services installed according to all Commission Best Management Practices (BMP’s), which includes protecting water quality and prevention of soil erosion on the given property; to be responsible for all safety aspects; to clearly mark all boundary lines; and to abide by all forestry laws.

Landowner agrees that the time and extent of services and assistance agreed upon or provided may change, based on wildfire occurrences, inclement weather, challenging topography on the property, or other duties for which the assisting Commission resources may be called. The Landowner acknowledges that on-site Georgia Forestry Commission personnel and equipment may be required to leave and cancel the services being provided to respond to wildfires.

Landowner agrees to indemnify and hold the Commission and its personnel harmless with respect to any claims, losses or damages arising in connection with the service and assistance provided, excepting only losses or damages caused solely by the misconduct of Commission personnel unrelated to the Landowner's responsibilities. In entering this Agreement or providing assistance, the Commission in no way waives the sovereign immunity it otherwise holds. **The Landowner further agrees that the Commission and its personnel shall not be liable** to the Landowner for any negligence, conduct, condition, defect, action or inaction in connection with anything pursuant to this agreement, except for any claims not barred by sovereign immunity such as gross negligence or intentional misconduct of Commission personnel. An oral promise or representation by a Commission employee is not authorized and is not binding if inconsistent with the above terms contained within this agreement.

_____ **Landowner initials here if designating a Representative:** By endorsement of my signature below and as the legal Landowner of the property in the below designated county(ies) in Georgia, in which the Commission will be providing services and assistance under this agreement, I authorize my Representative under this agreement to request, approve, and represent me when services and assistance are provided by the Commission. I give permission for the direct billing of invoices for costs, fees, and charges for assistance with services being provided by the Commission to my Designated Representative as shown in the below table.

Enter landowner or designated representative who will receive invoice(s) for these services

Name: _____
Billing Address: _____ **City** _____ **State** _____ **Zip** _____
Phone # _____ **Cell Phone #** _____

County	Name of Landowner Representative*	County	Name of Landowner Representative*

Use additional sheets if necessary for additional counties and attach to this document.

**Cannot be GFC employee*

So agree, this _____ day of _____, 20____

 Landowner's Printed/Typed Name

 Landowner's Designated Representative
 (if applicable) Printed/Typed Person Name

 Landowner's Signature

 Landowner's Designated Representative Signature

 Georgia Forestry Commission's Representative
 Printed Name

 Georgia Forestry Commission's Representative Signature