

GEORGIA FORESTRY
COMMISSION



Prescribed Burning Assistance Agreement

Location: _____ County, Georgia
Objective(s) of Burn: _____
Landowner: _____
Mailing Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____

Landowner desires assistance from the Georgia Forestry Commission (the "Commission") in prescribed burning on Landowner's land as described above, and agrees as follows in consideration of the Commission providing such assistance.

The Commission may provide the following and other related assistance as part of its governmental functions: a technical advisor for the burning; hand tools on a loan basis to the landowner for use in burning the area; weather data; personnel and equipment; plowing of firebreaks; a written Prescribed Burning Unit Plan (Form M-33) with Prescribed Burn assists.

The Commission has no contractual obligation to provide any assistance and no continuing obligations whatsoever after the Commission resources terminate their assistance and leave the site. Landowner will reimburse the Commission for assistance rendered in the Commission's standard amounts, costs, fees and charges for such assistance and as detailed in any attachment hereto. Landowner agrees to allow Commission personnel access to the area at any time for the burning operation and evaluating the results of the burn.

Landowner remains fully responsible for all aspects of the burn, including those for which the Commission provides assistance and the adequacy of such assistance. Landowner agrees to set the fire or cause the fire to be set by a landowner's authorized representative indicated by signature below; to provide adequate labor to perform the burning operation and subsequent patrolling to prevent the fire from spreading to areas outside the prescribed area; to be responsible for all safety aspects; and to abide by all forest fire laws. Landowner agrees that the time and extent of assistance agreed upon or provided may change based on wildfire occurrences, weather parameters or other duties for which the assisting Commission resources may be called and that Landowner remains responsible for the fire and the burn regardless of the extend of assistance rendered.

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 burn, 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 enjoys. Landowner further agrees that the Commission and its personnel shall not be liable to Landowner for any negligence, conduct, condition, defect, action or inaction in connection

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with anything pursuant to this agreement, except for any claims not barred by sovereign immunity of 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.

_____ **Landowner initials here if designating a Representative:** By endorsement of my signature below and as the legal landowner of the property in which the Commission will be providing assistance under this agreement I authorize _____ to act as my Representative under this agreement and authorize the invoicing/billing for services be billed directly to my Representative. I also agree that as the legal landowner of the property I am responsible for all obligations contained in this agreement including the payment of all costs, fees and charges incurred in conducting the execution of this agreement.

So agree, this _____ day of _____, 20____

*Signature of Landowner:

Printed Name of Landowner

*Signature of Landowner*s Authorized Representative:

Printed Name of Landowner’s Authorized Representative

**Signature of Georgia Forestry Commission Representative:

Printed Name of Georgia Forestry Commission Representative

*Both Landowner and Authorized Representative must sign.

** Landowner’s Authorized Representative may not be a Commission employee