



# **Pheasants Forever Mobile Prescribed Burn Unit Checkout Agreement**

The Mobile Prescribed Burn Unit (MPBU) is currently located at and can be checked out the following location:

**Pheasants Forever  
Peter Berthelsen  
1011 Alexander Avenue  
Elba, NE 68835  
308-754-5339**

MPBU users shall promptly notify the Pheasants Forever representative of any loss, theft, damage 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, his agents and 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 lease. 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 lease 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 state office, in Elba, NE. This checkout agreement is subject to the laws of the State of Nebraska.

I agree with the conditions checklist as I have picked up this equipment on this date \_\_\_\_/\_\_\_\_/2009 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 following rate:

Backpack Sprayer	\$150.00	Compass	\$25.00
Council Rake	\$45.00	Drip Torch	\$275.00
Drip Torch Fuel/gallon	\$4.00	Skid Sprayer Fuel/gallon	\$4.00
Drip Torch Burner	\$75.00	Duct Tape	\$8.00
Fencing Pliers	\$30.00	Fire Extinguisher	\$80.00
Fire Swatter	\$85.00	First Aid Kit	\$85.00
Flashlight	\$25.00	Folding Knife	\$40.00
Gas Can	\$50.00	Gloves	\$25.00
Glasses	\$15.00	Goggles	\$30.00
Handyman Jack	\$85.00	Jumpsuit	\$225.00
Leatherman Crunch Tool	\$90.00	Lug Wrench	\$25.00
Neck Shrouds	\$30.00	Radio Harness	\$35.00
2" Ratchet Straps	\$30.00	Road Signs	\$50.00
Road Sign Ribs	\$20.00	Road Sign Holder	\$150.00
Fire Shirts	\$70.00	Spare Tire	\$150.00
Tool Kit	\$70.00	Weather Meter	\$185.00
Weather Meter Case	\$25.00	Wheel Chocks	\$50.00
Skid Sprayer	\$4,000.00	Enclosed Trailer	\$6,000.00

## The total cost to build and make this unit available was \$26,159.33

It is further understood that the user shall provide the following information upon checking out the equipment:

1. A copy of fully completed and signed burned plan.
2. A copy of a burn permit.
3. A copy of a burn workshop certification if the person has completed such training.

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

1. An estimate of the number of acres burned.
2. A list of the people that attended the burn and an estimate of the time they worked on the burn.

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, his 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.

Signature \_\_\_\_\_

Date \_\_\_\_\_



# Mobile Prescribed Burn Unit Checklist

## User Information

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Driver's License Number \_\_\_\_\_

Pheasants Forever Membership \_\_\_\_\_

Mobile Prescribed Burn Unit Checklist	Number of Items	Out	In
Backpack Sprayer	3	3	
Cable Ties	1	1	
Compass	1	1	
Council Rakes	3	3	
Drip Torch – Panama	6	6	
Drip Torch Wands	7	7	
Duct Tape	1	1	
Equipment Manual Packet	1	1	
Fencing Pliers	1	1	
Fire Extinguisher	2	2	
Fire Striker	1	1	
Fire Swatter	4	4	
First Aid Kit	1	1	
Flashlight	1	1	
Folding Knife	1	1	
Fuel Cans	5	5	
Fuel Funnel	1	1	
Glasses	8	8	
Gloves – Medium	3	3	
Gloves – Large	4	4	
Gloves – X Large	4	4	
Goggles	8	8	
Handyman Jack	1	1	
Hasp Lock	2	2	
Hitch Lock	1	1	
Incident Response Guide	1	1	
Jumpsuit – Medium	2	2	
Jumpsuit – Large	3	3	
Jumpsuit – X Large	3	3	
Jumpsuit – 2X Large	2	2	

Key Ring and Keys	1	1	
Leatherman Crunch Tool	1	1	
Lighters	2	2	
Neck Shrouds	10	10	
Padlock	1	1	
Radio – two-way	10	10	
Radio Chargers	4	4	
Radio Harness	10	10	
Ratchet Straps – 2”	2	2	
Road Signs	3	3	
Road Sign Holder	3	3	
Road Sign Ribs	3	3	
Shirts – Small	1	1	
Shirts – Medium	3	3	
Shirts – Large	4	4	
Shirts – X Large	4	4	
Shirts – 2X Large	2	2	
Shirts – 3X Large	1	1	
Skid Sprayer – 200 gallon	2	2	
Spare Key Holder	1	1	
Spare Tire	1	1	
Spare Tire Lug Wrench	1	1	
Tool Kit	1	1	
Trailer Registration and Insurance	1	1	
Weather Meter	1	1	
Weather Meter Holster	1	1	
Wheel Chocks	2	2	
Skid Sprayer motors filled with gas	1	1	
Drip Torch Fuel cans filled (Diesel = 60% Gas = 40%)	1	1	
Financial responsibility for variances from Check Out are the customer's responsibility	<b>Explained</b>	Explained & Signed	
Number of People attending the burn			
Number of hours to conduct the burn			

Checked Out \_\_\_\_\_  
Pheasants Forever Senior Field Coordinator

Checked Out \_\_\_\_\_  
MPBU Equipment User

Returned \_\_\_\_\_  
Pheasants Forever Senior Field Coordinator

Returned \_\_\_\_\_  
MPBU Equipment User

# Please Read Before Using the Equipment

1. We recommend that you check with your insurance agent regarding insurance coverage on rented equipment. The person signing this agreement will be responsible for returning the equipment in the same condition it was checked out in.
2. Skid sprayers are valued at \$4,000 each. The person operating a unit should be familiar with its use, operation and maintenance. **A operation manual is included with the MPBU.**
3. Neb Rev Statutes 81-520.02 Section 5 states that a burn plan is required on all prescribed burns. The statute reads as follows:  
81-520.05. Range-management burning; application for permit; plan; contents; fire chief; duties.  
(1) A landowner, tenant, or other landowner's agent of the land where range-management burning is proposed shall file an application for a permit and a plan for conducting such burning. The plan shall include:  
(a) The name of the landowner of the land on which range-management burning is to occur;  
(b) The name of the person who will supervise the range-management burning if such person is different than the landowner;  
(c) The land-management objective to be accomplished;  
(d) A map showing the areas to be burned, including natural and manmade firebreaks;  
(e) Procedures to be used to confine the fire in boundary areas without preexisting firebreaks;  
(f) A list of equipment that will be on hand;  
(g) The types and conditions of the vegetative matter to be burned on the land and in adjacent areas;  
(h) Identification of roads and habitations that may be affected by smoke;  
(i) A description of weather conditions believed to be required to safely and successfully conduct the range-management burning, including wind speed and direction, temperature, and relative humidity; and  
(j) Such other information as may be prescribed by the fire chief of a local fire department.  
(2) The fire chief of a local fire department or his or her designee shall evaluate each plan to determine its compliance with subsection (1) of this section. If a plan fails to comply with all provisions of such subsection, a permit for range-management burning shall not be issued.  
(3) The fire chief of a local fire department or his or her designee shall issue a permit for range-management burning if (a) the plan complies with subsection (1) of this section and (b) the fire chief or his or her designee determines that range-management burning conducted in accordance with the plan would be conducted with due regard for the safety of people and property outside the burning areas. No permit shall be valid for more than thirty days.

