

3119-1B

STATE OF SOUTH CAROLINA

COUNTY OF \_\_\_\_\_

EQUIPMENT LEASE AGREEMENT

Between

\_\_\_\_\_ Fire Department

and the

SOUTH CAROLINA FORESTRY COMMISSION



This agreement by and between the South Carolina Forestry Commission, agency of the State of South Carolina, hereinafter referred to as the COMMISSION and the \_\_\_\_\_ hereinafter referred to as COOPERATOR.

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W I T N E S S E T H

WHEREAS, the \_\_\_\_\_ Fire Department did on \_\_\_\_\_ enter into an agreement with the SOUTH CAROLINA FORESTRY COMMISSION for the purpose of mutually providing a means of rural fire defense; and WHEREAS the COOPERATOR can more adequately carry out this function if additional equipment is made available; and WHEREAS, it has been determined to be advantageous to the COMMISSION in the proper discharge of its responsibilities to make certain equipment available to the COOPERATOR:

NOW THEREFORE, the parties agree as follows:

THE COMMISSION agrees:

1. To loan the COOPERATOR the equipment described on the attached listing, hereinafter the "equipment", to be used in accordance with the terms set forth in this agreement.
2. That the title to all accessories, tools, equipment, sirens, etc., which are added to the equipment will remain with the COOPERATOR and the COOPERATOR may remove same, prior to returning the equipment to the COMMISSION.

THE COOPERATOR agrees:

1. To respond with men and equipment to all fire calls when requested to do so by the COMMISSION, within the COOPERATOR'S area of responsibility.
2. To equip, maintain in a high state of readiness, house in a suitable manner, and operate and maintain said equipment at no cost to the COMMISSION. Vehicles being modified for fire use must give proper regard to safety, especially braking distance, carrying capacity, center of gravity, and axle weight. Vehicles must not exceed gross weight and speeds beyond those originally intended.
3. To make said equipment available for inspection by a representative of the COMMISSION.

- This agreement will be effective from the date of execution by the STATE FORESTER and will continue in force from year to year unless terminated by either party by thirty (30) days written notice to the other, provided, however, that all the provisions herein are complied with.

Mailing Address: \_\_\_\_\_  
 Street/ Route/ PO Box, etc. City State Zip

Date: \_\_\_\_\_

\_\_\_\_\_

Witness

Date: \_\_\_\_\_

Witness \_\_\_\_\_