3119-1B STATE OF SOUTH CAROLINA COUNTY OF _____



EQUIPMENT LEASE AGREEMENT

Between

_____ Fire Department

and the

SOUTH CAROLINA FORESTRY COMMISSION

WITNESSETH

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.

- 4. To have upon receipt and to maintain current bodily injury liability, property damage liability, and medical payment insurance for each piece of equipment listed; with minimums of \$15,000 bodily injury each person, \$30,000 each occurrence, \$10,000 property damage each occurrence, \$1,000 medical payment each person.
- 5. The equipment may not be sold, junked, traded, or loaned, but must be returned to the COMMISSION at the COMMISSION'S Central Shop in Columbia for final disposition, and to notify the COMMISSION immediately if said equipment is lost, stolen, damaged, or involved in an accident.
- 6. The equipment will be painted a mutually agreeable color and be marked in a manner that will indicate the cooperation between the COOPERATOR and the COMMISSION prior to placing the equipment in operation.
- 7. That any employee of the COOPERATOR or other person enlisted by the COOPERATOR to man said equipment shall not be considered an employee of the COMMISSION for any purpose. The COOPERATOR shall have the responsibility for any Workman's Compensation claim, or other claims, instituted by any person manning said equipment at the request of the COOPERATOR.
- 8. That said equipment shall be used only for the purpose of fire suppression and prevention.
- 9. To not place the equipment in operation until complying with the conditions set forth in (4) and (6) above; however, that the equipment shall be placed in operation within six (6) months of the date of receipt of the equipment. Failure to so comply shall cause for forfeiture of possession of the equipment to the COMMISSION.
- 10. That failure to comply with this agreement can jeopardize the COOPERATOR'S present and/or future participation in the Equipment Lease Program.

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.

COOPERATOR:				Fire Department
Mailing Address:				
	Street/Route/POBox, etc.	City	State	Zip
Ву:				
Chairman of Board		Witness	Witness	
Date:				
		Witness		
SOUTH CAROLIN	A FORESTRY COMMISSION			
Ву:				
State Foreste	er	Witness		
Date:				
		Witness		