



Tract Number: _____ Parcel: _____

SECTION 1 - Prescribed Burning Request

The Virginia Department of Forestry, to aid in the development, conservation and preservation of the Commonwealth's forest resources, provides landowners with assistance in conducting responsible prescribed burning of property. The Landowner has requested the State Forester provide this assistance in conducting a prescribed burn of _____ acres of forestlands, commonly known as the _____ tract(s), located at _____ in _____ County/City Virginia. The State Forester, through Department of Forestry employees, has agreed to provide this assistance, outlined below, in exchange for (i) the payment required by this Agreement and (ii) the obligations of the Landowner contained in this Agreement. The parties therefore agree as follows:

SECTION 2 - Prescribed Burning Services Requested

Select the Type of Service:

Prescribed Burning Full Service Burn Type: Site Prep Burn Other Burn Type

1. The Department will prepare, in consultation with the Landowner, a prescribed burn plan in accordance with Department guidelines and recognized silviculture practices. The plan will include layout of fire lines, a smoke management plan, recognition of Landowner objectives, and requirements for weather conditions. The Landowner acknowledges weather conditions, as predicted by the National Weather Service fire forecast, will dictate when and if the prescribed burn may occur.
2. The Department will, as requested by the Landowner in the prescribed burn plan, either prepare or supervise the preparation of interior and exterior fire lines.
3. The Department will provide sufficient employees, contractors and equipment to conduct the prescribed burning operation. The Department will exercise reasonable care in conducting the prescribed burn, but provides no warranty, express or implied, as to the effectiveness or control of the prescribed burning operation.
4. The completion of any prescribed burning activity is dependent upon availability of Department personnel and equipment, and the Department may cancel a scheduled burn or the services of Department employees and equipment at any time because of the need to address other Department obligations.

Prescribed Burning Assistance OR Prescribed Burning Standby

1. The Landowner or Contractor conducting the burn must be a Certified Prescribed Burn Manager, and must prepare a prescribed burn plan in accordance with Department guidelines and recognized silviculture practices. The plan will include layout of fire lines, a smoke management plan, recognition of Landowner objectives, and requirements for weather conditions. The Landowner acknowledges weather conditions, as predicted by the National Weather Service fire forecast, will dictate when and if the prescribed burn may occur.
2. The Department maintains the right to review the Prescribed Burning Plan prior to the acceptance and/or start of any service.
3. The completion of any prescribed burning activity is dependent upon availability of Department personnel and equipment, and the Department may cancel a scheduled burn or the services of Department employees and equipment at any time because of the need to address other Department obligations.

SECTION 3 - Fee Disclosure and Cost Estimate



Prescribed Burning Full Service – Site Prep:	Acres	@ \$	30.00	Per Acre	
Prescribed Burning Full Service – Other Burn Type:	Acres	@ \$	25.00	Per Acre	
Personnel Hours – Full-time:	Hours	@ \$	35.00	Per Hour	
Personnel Hours – Part-time:	Hours	@ \$	13.50	Per Hour	
Vehicle Mileage:	Miles	@ \$	0.575	Per Mile	
Transport Mileage:	Miles	@ \$	1.50	Per Mile	
Equipment Hours – Tractor:	Hours	@ \$	65.00	Per Hour	\$130.00 minimum
Equipment Hours – Tractor Standby:	Hours	@ \$	30.00	Per Hour	\$60.00 minimum
Other:		@ \$		Per	

SECTION 4 – Landowner Agreement

The Landowner agrees to:

1. Accept full responsibility for damage to his own property and injuries to himself or others attributable to the prescribed burning activities. Landowner shall indemnify and hold the Department harmless from and against liability or claims of any kind arising out of the performance of this Agreement, including, without limitation, claims for injury to persons (including death) or damage to property made by third parties, together with any costs (including attorneys' and other professional fees) incurred by the Department in addressing such claims. Landowner shall reimburse the Commonwealth and any local government or fire department for costs of suppressing the fire should the fire escape beyond the fire control lines. The Department encourages the Landowner to secure insurance coverage to address these obligations.
2. Designate and assume responsibility for boundaries of the tract where service work is to be performed.
3. Provide personnel to monitor his property overnight, following completion of the prescribed burn, to ensure fire control.
4. Pay the Department within thirty (30) days of the date on the initial billing. Invoices not paid within 30 days are subject to a late payment penalty fee of 10% per annum. If the total amount due is not paid within 60 days, an additional 20% service fee will be added to the unpaid balance and it will be sent to a collection agency.

Landowner Name (Print)	Landowner Signature	Date
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SECTION 5 – VDOF Agreement

Forester Name (Print)	Forester Signature	Date
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