

STATE OF SOUTH CAROLINA

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



**EQUIPMENT LOAN AGREEMENT  
Federal Excess Personal Property (FEPP)**

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 \_\_\_\_\_ Fire Department hereinafter referred to as COOPERATOR.

**W I T N E S S E T H**

WHEREAS, the COOPERATOR did on the \_\_\_\_\_ day of \_\_\_\_\_ enter into an agreement with the 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 certain equipment to be used in accordance with the terms set forth in this agreement. The US Forest Service retains ownership of all FEPP equipment.
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 personnel 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. Equipment will be inspected every other year, during the "even" numbered years.
4. To have upon receipt and to maintain current bodily injury liability, property damage liability, and medical payment insurance for each vehicle on loan; with the following minimums:
  - \$15,000 bodily injury each person
  - \$30,000 each occurrence
  - \$10,000 property damage each occurrence
5. Must have a current "Certificate of Liability Insurance" form signed
6. The equipment may not be sold, junked, traded, or loaned. If the equipment is not in use, it must be returned to the COMMISSION at the COMMISSION'S Central Warehouse in Columbia for final

disposition. It will be the responsibility of the COOPERATOR to return the equipment.

7. That said equipment shall be used only for the purpose of fire suppression and prevention. All decals and/or stickers containing the Cooperator's name should be removed or covered by the Cooperator prior to returning to Columbia. The Commission will not be responsible or liable for any decals with Cooperators name or likeness remaining on the vehicle at the time it is publically auctioned.
8. To notify the COMMISSION immediately if said equipment is lost, stolen, damaged, or involved in an accident. Cooperator will provide the Commission with a police report for any item stolen or involved in an accident.
9. The equipment will be painted a mutually agreeable color (usually the same as the fire engines) and be marked in a manner that will indicate the cooperation between the COOPERATOR and the COMMISSION prior to placing the equipment in operation. A "Loaned by:" sticker is to be placed on each side of all vehicles. No military colors or markings will remain on the equipment.
10. That any employee of the COOPERATOR or other person enlisted by the COOPERATOR to operatesaid equipment will not be considered an employee of the COMMISSION for any purpose. The COOPERATOR will have the responsibility for any Workman's Compensation claim, or other claims, instituted by any person operating said equipment at the request of the COOPERATOR.
11. To not place the equipment in operation until complying with the following conditions:
  - Ensure proper insurance set forth in paragraph 4
  - Equipment painted and marked as stated in paragraph 8
 The equipment must be placed in operation within six (6) months of the date of receipt. Failure to comply may cause for forfeiture of possession of the equipment to the COMMISSION.
12. That failure to comply with this agreement can jeopardize the COOPERATOR'S present and/or future participation in the Equipment Loan Program and the Volunteer Fire Assistance (VFA) grant.

This agreement will be effective from the date of execution by the COMMISSION and will continue in force for a three (3) year term subject to any amendments which may be made hereof by mutual agreement of the parties, or unless terminated by either party by thirty (30) days written notice to the other, provided, however, that all of the provisions herein are complied with.

**NOTE: Please TYPE (or print very clearly)!**

		County	
Fire Department Name:		Date <b>20</b>	
Mailing Address:	City:	State: <b>SC</b>	Zip code: <b>29</b>
Fire Chief's Signature 		Fire Chief's E-mail Address:	
Printed Name		Cell Phone Number: (       )	
SC Forestry Commission: 	Printed Name	Date <b>20</b>	