

## STRUCTURAL PROTECTION UNIT RENTAL AGREEMENT

This Rental Agreement ("Agreement") is made between the Peace River Forage Association of BC ("PRFA") and the undersigned renter ("Renter"). By signing this Agreement, the Renter acknowledges and agrees to the terms and conditions outlined below.

### 1. Rental Equipment

The Structural Protection (SP) Unit ("Fire Wagon") is rented solely for the purpose of conducting prescribed fire operations or for emergency wildfire response. PRFA reserves the right to decline rental requests based on fire danger ratings or the potential need for the unit in wildfire fighting efforts within northern communities.

### 2. Rental Eligibility

- The Renter must possess valid and current **S100 and S185 certification** achieved through basic wildfire training.
- The Renter must have a **minimum 1-ton truck** to tow the unit.
- The Renter must carry a valid **Commercial General Liability (CGL)** insurance policy with a minimum coverage of \$2,000,000 per occurrence. PRFA may request proof of coverage and require the Renter to name PRFA as an additional insured for the duration of the rental period.
- The Renter should refer to the S100 manual for a refresher on required PPE.

### 3. Rental Fees & Payment

#### A. Scheduled Rental

- Daily Rate: \$500/day (up to 3 days)
- Weekly Rate: \$2,500 (after 3 consecutive days)
- Deposit: A \$1,000 damage deposit plus 50% of the expected rental fee must be paid prior to rental via e-transfer to [membership@peaceforage.bc.ca](mailto:membership@peaceforage.bc.ca).

#### B. Emergency Deployment – Wildfire Response

In the event of an out-of-control fire or wildfire emergency:

- No deposit is required before deployment.
- Daily Fee: \$500 per full day of active use of the SP Unit.
- Partial Use Fee: On days when only part of the equipment remains in use (e.g., mop-up), the rental fee may be reduced at the discretion of the SP Unit Manager or the PRFA.
- Fees will be invoiced following deployment and are payable within 30 days.

**Peace River Forage Association of BC**

Contact: [coordinator@peaceforage.bc.ca](mailto:coordinator@peaceforage.bc.ca)



#### **4. Renter Responsibilities**

- The Renter must clean and dry all hoses, water bladders, other equipment used and properly store all gear before returning the unit.
- The Renter must **replenish all consumables** such as mixing oil for pumps.
- The Renter provides required gas and/or diesel to run pump equipment following the fuel needs as outlined in the pump instruction manual.
- **All equipment must be returned in good working order, clean, dry, and placed back in the trailer in an organized and designated manner.** Diagrams or photos of the correct setup are provided in the trailer manual to assist with this requirement.
- Failure to clean, dry, or properly repack the unit may result in a **cleanup/repacking fee of up to \$500 per day, which will be invoiced post-return** to ready the trailer for the next deployment.
- For emergency deployments where no deposit was collected, this fee will still apply if the trailer is returned in poor condition or disarray.

#### **5. Inspection & Condition of Equipment**

The Renter agrees that they have inspected or had the opportunity to inspect the equipment and found it to be in good working condition prior to use. Any defects or concerns must be reported to PRFA before operating the unit. The Renter is responsible for any damage not documented before use.

#### **6. Liability & Assumption of Risk**

- The Renter hereby releases, waives, and discharges the Peace River Forage Association of BC (PRFA), its officers, directors, employees, volunteers, and partners from any and all liability, claims, demands, actions, or causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by the Renter or third parties, or to any property belonging to the Renter or third parties, whether caused by negligence, breach of contract, or otherwise, while operating, transporting, or using the SP Unit.
- The Renter agrees to use the equipment **at their own risk** and assumes full responsibility for any and all risks of bodily injury, death, or property damage resulting from use or misuse of the equipment.

#### **7. Indemnification**

The Renter agrees to indemnify, defend, and hold harmless the PRFA and its affiliates, officers, directors, volunteers, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including legal

fees on a solicitor-client basis) arising from or related to the Renter's use, misuse, or transportation of the SP Unit, or breach of this Agreement.

## 7. Prohibited Uses & Operator Restrictions

The equipment shall NOT be used:

- For any unlawful purpose;
- By individuals not certified under S100/S185 or otherwise qualified;
- In a manner inconsistent with safe operating procedures or PRFA guidelines.

The Renter is solely responsible for ensuring that only qualified and authorized individuals operate the equipment.

## 8. Dispute Resolution and Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of British Columbia. Any dispute arising from this Agreement shall first be attempted to be resolved through mediation. If unresolved, it shall be subject to the exclusive jurisdiction of the courts of British Columbia.

By signing below, the Renter acknowledges and agrees to abide by the terms and conditions of this Agreement.

**Renter's Name:** \_\_\_\_\_

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

**Signature:** \_\_\_\_\_