

GEORGIA FORESTRY  
COMMISSION



# Plowing/Harrowing Agreement

Location: \_\_\_\_\_ County, Georgia  
Type of Service: **Plowing/Harrowing of Pre-suppression Firebreaks**  
Landowner: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Landowner desires assistance from the Georgia Forestry Commission (“Commission”) in \_\_\_\_\_ County, GA. on Landowner’s property as described above, and agrees as follows in consideration of the Commission providing such assistance.

The Commission has no contractual obligation to provide any assistance and no continuing obligations whatsoever after the Commission resources terminate their assistance and leave the site.

Landowner will reimburse the Commission for assistance rendered in the Commission’s standard amounts, costs, fees, and charges for such assistance and as detailed in any attachment hereto. Landowner agrees to allow Commission personnel access to the area at any time for the plowing/harrowing operation and for evaluating the results of the provided service/operation.

Landowner remains fully responsible for all aspects of the service, including those for which the Commission provides assistance and the adequacy of such assistance. Landowner or the Landowner’s Authorized Representative, indicated by signature below, agrees to have the service installed according to all Commission Best Management Practices (BMP’s) which includes protecting water quality and prevention of soil erosion on the given property; to be responsible for all safety aspects; clearly mark all boundary lines; and to abide by all forestry laws.

Landowner agrees that the time and extent of assistance agreed upon or provided may change based on wildfire occurrences, inclement weather, challenging topography on the property or other duties for which the assisting Commission resources may be called.

Landowner agrees to indemnify and hold the Commission and its personnel harmless with respect to any claims, losses or damages arising in connection with the service, excepting only losses or damages caused solely by the misconduct of Commission personnel unrelated to

the Landowner's responsibilities. In entering this agreement or providing assistance, the Commission in no way waives the sovereign immunity it otherwise enjoys. Landowner further agrees that the Commission and its personnel shall not be liable to the Landowner for any negligence, conduct, condition, defect, action or inaction in connection with anything pursuant to this agreement, except for any claims not barred by sovereign immunity of gross negligence or intentional misconduct of Commission personnel. An oral promise or representation by a Commission employee is not authorized and is not binding if inconsistent with the above terms contained within this agreement.

**\_\_\_\_\_ Landowner initials here if designating a Representative:** By endorsement of my signature below and as the legal landowner of the property in which the Commission will be providing assistance under this agreement I authorize \_\_\_\_\_ to act as my Representative under this agreement to authorize services and give permission for the direct billing of invoices for costs, fees, and charges for assistance for services to my Representative. I also agree that as the legal landowner of the property I remain responsible for all obligations contained in this agreement including the payment of all costs, fees and charges incurred in conducting these services.

So agree, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
\*Signature of Landowner:

\_\_\_\_\_  
Printed Name of Landowner

\_\_\_\_\_  
\*Signature of Landowner\*s Authorized Representative:

\_\_\_\_\_  
Printed Name of Landowner's Authorized Representative

\_\_\_\_\_  
\*\*Signature of Georgia Forestry Commission Representative:

\_\_\_\_\_  
Printed Name of Georgia Forestry Commission Representative

\*Both Landowner and Authorized Representative must sign.

\*\* Landowner's Authorized Representative may not be a Commission employee

Original: County Office file/District Office File, Copy: Landowner