

PREScribed BURN CONSENT AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20 ____ by and among the _____ (Responsible Party), _____ & _____ (Collectively, Surface Lessee), and the **State of Wyoming, Office of State Lands and Investments** (Office).

1. Authority; Capitalized Terms. This Agreement is entered into pursuant to Chapter 27 of the Wyoming Board of Land Commissioners Rules and Regulations (Rules). This Agreement forms a part of the Responsible Party's Prescribed Burn Application (Application) dated as of _____, 20 ____, which is incorporated into and made a part of this Agreement. This Agreement constitutes part of, and is incorporated into, the Prescribed Burn plan contained in the Application. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Rules.

2. License to Enter State Lands. Subject to the covenants and conditions contained in this Agreement, the Office hereby grants permission to the Responsible Party to enter onto the State Lands described in the Responsible Party's Prescribed Burn plan included with the Application for the limited purpose of performing a Prescribed Burn.

3. Responsible Party's Representations. Responsible Party certifies, represents, warrants and acknowledges to the Office that: (i) Responsible Party has satisfied all notification requirements, obtained all permits, licenses, approvals, and consents that are required from federal, state and local officials, and any third parties in order to conduct the Prescribed Burn, and has otherwise fully complied with all federal, state, and local laws and all applicable agency rules and regulations in connection with the Prescribed Burn; (ii) the Application and all materials submitted therewith fully and accurately describe the State Lands on which the Prescribed Burn will occur; (iii) Responsible Party has fully and accurately disclosed and identified all improvements and personal property on the State Lands subject to and included in the Prescribed Burn; and (iv) any party injured in connection with the Prescribed Burn may be limited to claims allowed under the Federal Tort Claims Act, 28 U.S.C. 2671-2680, if attempting to bring claims against a federal agency or its employees for negligence.

4. Surface Lessee Representations. The Surface Lessees certify and acknowledge that: (i) they have inspected the State Lands subject to the Prescribed Burn plan; (ii) there are no improvements or personal property on such lands which the Surface Lessees do not desire to include in the Prescribed Burn; (iii) any party injured in connection with the Prescribed Burn may be limited to claims allowed under the Federal Tort Claims Act, 28 U.S.C. 2671-2680, if attempting to bring claims against a federal agency or its employees for negligence; and (iv) they consent to the Prescribed Burn taking place on State Lands.

5. Covenants. The Responsible Party covenants and agrees as follows: (i) Responsible Party will burn only in accordance with the Prescribed Burn plan; (ii) Responsible Party shall be fully responsible for all costs associated with including the State Lands in the Prescribed Burn; (iii) Responsible Party shall be responsible for all suppression and damage costs associated with the Prescribed Burn or any escaped fires resulting therefrom; and (iv); Responsible Party shall reimburse the Office for any suppression, liability or damage costs incurred by the State of Wyoming as a result of the Prescribed Burn.

6. Release of Claims/Liability. The Surface Lessees and Responsible Party hereby release the State of Wyoming and the Office from any and all liability associated with any injury or loss suffered as a result of the Prescribed Burn.

7. Revocation of Approval and Termination. At any time prior to the start of the Prescribed Burn, the Office may withdraw and revoke its approval of Responsible Party's Application by providing oral notice to the Responsible Party and Surface Lessees, which shall be confirmed in writing within five days of said oral notification. This Agreement shall automatically terminate upon the Office providing oral notice of its revocation of approval of Responsible Party's Application.

8. Sovereign Immunity. The State of Wyoming, the Wyoming Board of Land Commissioners, and the Office of State Lands and Investments do not waive sovereign immunity by the Office entering into this Agreement, and specifically retain all immunities and defenses available to them as sovereigns pursuant to Wyoming Statute § 1-39-104(a) and all other state laws with respect to any action based on or occurring as a result of this agreement.

9. Indemnification. The Responsible Party shall indemnify, defend and hold harmless the State of Wyoming, the Board of Land Commissioners and the Office from and against any and all claims, liabilities, costs, expenses or damages arising out of or due to the Prescribed Burn or any escaped fire resulting therefrom; provided, however, this Paragraph 9 shall not apply when the Responsible Party is a federal governmental entity.

10. Conditions Precedent. The Office's approval of the inclusion of State Lands in the Prescribed Burn covered by this Agreement is expressly subject to and conditioned upon the Responsible Party's full satisfaction of every condition listed on Exhibit A attached hereto.

**State of Wyoming, Office of State Lands
and Investments:**

Responsible Party:

Bridget Hill, Director
Office of State Lands and Investments

Date

Date

Bill Crapser,
State Forester

Date

State Lands Surface Lessee:

State Lands Lessee:

Date

Date

Attorney General Approval as to Form

EXHIBIT A

(List of Conditions to Inclusion of State Lands in Prescribed Burn Covered by this Agreement)

List all conditions or indicate “none” if there are no conditions.