

County Of : \_\_\_\_\_  
District : \_\_\_\_\_

VFD # \_\_\_\_\_  
Transfer # \_\_\_\_\_

**COOPERATIVE LOAN AGREEMENT  
BETWEEN  
ARKANSAS FORESTRY COMMISSION  
AND**

\_\_\_\_\_  
Name of Cooperative

\_\_\_\_\_  
Cooperative Address

This Cooperative Agreement entered into on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_,  
By and between \_\_\_\_\_  
Hereinafter referred to as the Cooperator and the State of Arkansas, Arkansas  
Forestry Commission, hereinafter referred to as the Commission.

**WITNESSETH:**

**WHEREAS, it is of vital importance to the State of Arkansas to protect and  
develop its forest land resources; and**

**WHEREAS, such protection and development requires the suppression of all  
uncontrolled fires, both within and without corporate limits; and**

**WHEREAS, the Commission is charged by State law with providing a means of  
fire defense in all forest and rural areas; and**

**WHEREAS, the Cooperator is desirous of aiding the Commission and itself in a  
coordinated fire defense program.**

**NOW, THEREFORE, for the mutual benefits to each party as hereinafter  
appear below, both parties agree as follows:**

**(A) The COMMISSION Agrees:**

- (1) To loan the COOPERATOR the equipment described on this agreement be used in accordance with the terms set forth herein.**
- (2) Title to all accessories, tools, etc. added by the COOPERATOR shall remain with the COOPERATOR and may be removed prior to returning the equipment.**

**(B) The COOPERATOR Agrees:**

- (1) To obtain, prior to operation of said equipment, and continue in effect, for the duration of this agreement, public liability and property damage insurance in the amount required by State law to cover the operation of said equipment. Any additional insurance received will be awarded to the Federal Government not to exceed the acquisition cost of the vehicle.**
- (2) To provide the COMMISSION with a copy or certificate of said liability insurance prior to operation of said equipment.**
- (3) To insure that add on tanks, pumps, hose reels, etc. , will not cause the vehicle in this agreement to exceed the G.V.W. of that vehicle.**
- (4) To operate said equipment at no cost to the State of Arkansas.**
- (5) To respond with said equipment, adequately manned, to all fire calls within five (5) miles response distance of the fire station.**

- (6) To otherwise equip, outfit, paint and place said equipment in active fire service within a six month period from date of this agreement, and provide adequate shelter in the fire station to protect it from vandalism and /or the elements. Also said equipment must be stored in the fire station at all times and not used for any personal use. Color of vehicle when painted shall be red, white, or yellow.
- (7) When the equipment is no longer needed or in use it will be the responsibility of the fire dept. to return the item back to the Rural Fire Protection Yard in Greenbrier at no cost to the state. Also all items must have a termination of loan signed by the district forester at time of return.

**(C) It is Mutually Agreed:**

- (1) Title to the equipment shall remain with the Federal Government.
- (2) The equipment may not be sold, junked, parted out, or traded, but must be returned to the COMMISSION for final disposition.
- (3) When equipment is returned upon termination of this agreement, said equipment shall have at least the same component parts as it had when the COOPERATOR received the equipment.
- (4) The equipment shall be marked with a Rural Fire Decal on each door, that will indicate the cooperation between the COOPERATOR and the COMMISSION.

**COOPERATIVE EQUIPMENT LOANED**

AFC NUMBER	AG NUMBER	DESCRIPTION OF EQUIPMENT	SERIAL NUMBER

This agreement shall be in effect from the date of execution by the State Forester of the Arkansas Forestry Commission, and will continue in force from year to year 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.

IN WITNESS HEREOF, The parties by and through their duly qualified and acting officials have hereunto set their hands.

State of Arkansas  
Arkansas Forestry Commission

\_\_\_\_\_  
Cooperator

\_\_\_\_\_  
Robert Summerville  
RFP Administrator  
For State Forester

By: \_\_\_\_\_

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

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