



# Chaffee County Fire Protection District

499 Antero Circle  
Buena Vista, Colorado 81211

## ***Mitigation Trailer Use Agreement***

As part of its community services, on the above use date the Fire District will (1) deliver its fire hazard mitigation trailer (“**Trailer**”) to the Owner’s Property, (2) permit the Owner to place organic fire hazard materials in the Trailer, and (3) remove the Trailer from the Owner’s Property.

By signing this *Mitigation Trailer Use Agreement*, the Owner expressly agrees:

- The Owner shall pay \$50.00 if they live within the Fire District boundaries, \$75.00 if the Owner lives outside of the Fire District boundaries to cover the disposal fee and assist with the Trailer’s upkeep.
- The Owner or their “Designee” must be present when the Fire District delivers and picks up the fire hazard mitigation trailer.
- The Owner shall pay for any damage to the Trailer. The Owner shall deposit \$100.00 with the Fire District, which will be applied against any damages. If the damages exceed \$100.00, the Owner shall pay the additional amount immediately. If there is no damage, the deposit will be returned to the Owner promptly after the Trailer is removed.
- The Owner is solely responsible for performing the fire hazard mitigation of the Property. The Owner shall not fill the Trailer above the side rails. Only organic fire hazard materials, such as trees, branches and shrubs, may be placed in the Trailer. Tree trunks, root balls, ground litter, weeds (including tumble weeds), and loose pine needles are not allowed. Non-organic materials, such as trash, tires, building materials, *etc.*, or organic materials that do not pose a fire hazard, such as rocks, dirt, *etc.*, are strictly prohibited. **Non-organic materials, organic materials that do not pose a fire hazard and materials that exceed the side rails will be removed from the Trailer and the Owner will be charged an UNLOADING FEE OF \$50.00, which will be taken out of the deposit.**
- The Owner shall have a maximum of 24 hours to fill the Trailer. The Fire District will deliver the Trailer in the morning and remove it the following morning. The Trailer will be available Sunday through Friday.
- The Fire Chief or his/her designee may limit the number of times the Owner may use the Trailer to ensure equal access to other users.
- The Fire District and its personnel have permission to enter the Property for the purposes of delivering and removing the Trailer.
- The Fire District’s only services will be to bring the Trailer to, and remove the Trailer from, the Property. The Fire District will not engage in fire hazard mitigation activities and is not responsible for advising the Owner regarding fire hazard mitigation of the Property.
- The Fire District personnel will be responsible for locating the Trailer on the Property and placing wheel chocks in front of and behind the wheels. The Fire District shall install the Trailer ramps if needed and provide instruction on the operation of the rear gate features. The Owner shall not attempt to move the Trailer, or adjust or remove the wheel chocks.

Owner shall indemnify, defend and hold harmless the Fire District and its officers, directors, employees, volunteers and agents from any and all demands, claims, causes of action, fines, penalties, damages (including without limitation consequential damages), losses, liabilities, judgments and expenses (including without limitation reasonable attorneys’ fees, costs and expenses) arising from (1) the Fire District’s personnel, vehicle and Trailer entering upon the Property; (2) the Fire District locating or removing the Trailer from the Property; (3) Owner’s use of the Trailer.

Today’s Date: \_\_\_\_\_

Signature of Owner/Renter/Manager: -

\_\_\_\_\_

Printed Name of Owner/Renter/Manager:

\_\_\_\_\_

Address of property to be mitigated: \_\_\_\_\_

Address for return of deposit: \_\_\_\_\_

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

Delivery Time: \_\_\_\_\_

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

Pickup Time: \_\_\_\_\_

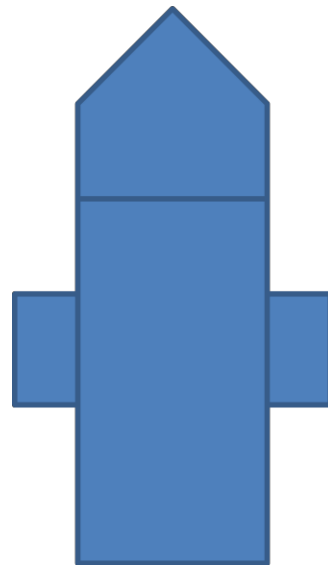
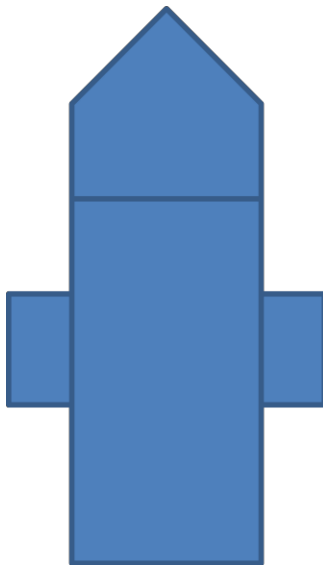
Pmt Rcvd: Check # \_\_\_\_\_ Cash

\$100 Deposit Rcvd: Check # \_\_\_\_\_

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Noted Damage Upon Delivery:

Noted Damage Upon Pickup:



Owner Initial: \_\_\_\_\_

Owner Initial: \_\_\_\_\_

Fire District: \_\_\_\_\_

Fire District: \_\_\_\_\_

Signature of Fire District verifying no unauthorized materials dumped or damage to trailer:

\_\_\_\_\_

Date Deposit Returned: \_\_\_\_\_