

MISSISSIPPI DEPARTMENT OF
**AGRICULTURE
& COMMERCE**
WILD HOG CONTROL PROGRAM
EQUIPMENT USE AGREEMENT

USER	OWNER
Name: _____	Name: <u>Mississippi Department of Agriculture and Commerce</u>
Address: _____	Address: <u>121 North Jefferson Street</u>
_____	<u>Jackson, MS 39201</u>
_____	Phone: <u>601-359-1135</u>
Phone: _____	Email: <u>nuisancewl@mdac.ms.gov</u>
Email: _____	Contact: <u>Chris McDonald</u>

Use Period Start Date: _____ End Date: _____ Acres of Intended Use: _____
County of Intended Use: _____
Equipment Description: Big Pig Panel Trap with HogEye Camera ("the Equipment")
MDAC Asset Number(s): _____

THIS AGREEMENT made and entered into by and between the MISSISSIPPI DEPARTMENT OF AGRICULTURE AND COMMERCE, a state agency (hereinafter called the "Owner") and _____ (hereinafter called the "User").

Animal Control Project. The Mississippi Department of Wildlife, Fisheries, and Parks (MDWFP) considers and treats the Wild Hog Control Program developed and implemented by the Mississippi Department of Agriculture and Commerce (MDAC) as a permitted animal control project, for wild hogs only, pursuant to the MDWFP's authority under MISS. CODE ANN. §49-1-39. The USER'S information captured in this Equipment Use Agreement shall be shared by MDAC with MDWFP.

Use. The use of the Equipment described above is for the trapping of wild hogs in Mississippi. USER must follow all rules, regulations, and laws pertaining to the take of nuisance animals in Mississippi. USER agrees to use and care for the Equipment in a careful and prudent manner and for the purposes described in this Agreement. USER agrees to reimburse OWNER for any loss or damage to the Equipment, normal wear and tear excluded. USER will provide personnel to maintain, monitor, and use the Equipment and will provide bait as needed for the use of the Equipment. (Shelled corn is recommended.)

Disposal. USER is responsible for the proper disposal of wild hog carcasses that result from the use of the Equipment. All trapped wild hogs must be lethally removed from traps. Burial of carcasses is recommended. Prior to harvesting trapped wild hogs, the power source to the Equipment must be turned off.

Environmental. USER shall abide by all federal, state and local environmental laws, rules, ordinances and regulations. USER will indemnify and hold OWNER harmless from all damages and losses if USER violates any such laws, rules, ordinances or regulations.

Force Majeure. Each party shall be excused from performance of this Agreement for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, disease pandemics, governmental regulations or declarations of a state of emergency, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events").

Indemnification. OWNER is not responsible for any actions of the USER. USER shall indemnify, defend, save and hold harmless, protect, and exonerate the OWNER, its employees, agents, and representatives, and the State of Mississippi from and against any and all claims, demands, liabilities, suits, actions, damages, losses, claims, expenses and costs of every kind and nature whatsoever, including without limitation, court costs, investigative fees and expenses, and attorneys' fee, arising out of or caused by USER's use of the equipment. USER assumes all risks and releases OWNER for any and all damages for injuries or death to persons or damage to property arising out of the use, possession or transportation of the Equipment.

Information. USER agrees that OWNER may use or publish information, materials and/or photographs of USER's property in connection with use of the Equipment on OWNER'S website, social media platforms, in advertisements, and/or in promotional or other materials. USER hereby releases OWNER and the State of Mississippi from any claims, demands, liabilities, suits, actions, damages, losses and costs for use of said information, materials and/or photographs in connection with the promotion of the wild hog control program or agriculture or in furtherance of the objectives of this agreement.

Reporting. USER agrees to provide a monthly report to the OWNER regarding the number of wild hogs trapped and killed associated with the use of the Equipment. OWNER retains the right to repossess Equipment during the Use Period if USER does not use the Equipment as directed or does not follow all rules, regulations, and laws pertaining to the take of nuisance animals in Mississippi.

Right of Entry. USER agrees to allow OWNER the unrestricted right to enter USER's property for delivery and/or retrieval of the Equipment, for inspection and/or to ensure compliance with the terms of this Agreement.

Termination. OWNER, may, when the interest of the State so requires, terminate this Agreement for the convenience of the State. Additionally, if USER refuses or fails to perform any of the provisions of this Agreement, OWNER shall give written notice of default to USER. If such default is not cured within ten days of such notice, OWNER may terminate the Agreement and USER must immediately return the Equipment. The obligation of OWNER to proceed under this Agreement is conditioned upon the availability of funds. If funds, at any time, are not forthcoming or insufficient, OWNER shall have the right to terminate this Agreement without damage, penalty, cost or expense to OWNER of any kind whatsoever.

Transportation. USER is responsible for arranging transportation of the equipment to and from the offices of the Mississippi Department of MDAC at 121 North Jefferson Street in Jackson, Mississippi, and assumes any and all liability associated with the transportation of the equipment.

Miscellaneous.

- (1) This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any venue for the resolution of any dispute shall be in Jackson, Hinds County, Mississippi.
- (2) USER understands that OWNER is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and USER agrees, during the term of the Agreement, to strictly adhere to this policy in its employment practices.
- (3) USER represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, *Miss. Code Ann. §§71-11-1 et seq.* (Supp. 2008), and will register and participate in the status verification system for all newly hired employees. As used herein, "status verification system" means the Illegal/Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program.
- (4) Each party shall be excused from performance of this Agreement for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, disease pandemics, governmental regulations or declarations of a state of emergency, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events").
- (5) This Agreement, including any accompanying attachments, appendices and exhibits, is subject to the "Mississippi Public Records Act of 1983" and the provisions of the Mississippi Accountability and Transparency Act of 2008.
- (6) All notices given pursuant to this Agreement shall be in writing signed by the party giving the notice and shall be given by certified mail, postage prepaid or hand delivery. For the purposes of this Agreement, notices shall be sent to the parties at the following addresses:

For USER: _____
Attn: _____

MS Dept. of Agriculture & Commerce
Attn: Chris McDonald
121 North Jefferson Street
Jackson, MS 39201

EXECUTED THIS THE _____ DAY OF _____ 20_____.

USER Signature:

OWNER (MS Department of Agriculture & Commerce):
