

## FIRE TRAINING FACILITY USE AGREEMENT

THIS FIRE TRAINING FACILITY USE AGREEMENT (the “Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Sedro-Woolley Fire Department and \_\_\_\_\_ (“Agency”).

### I. RECITALS

**WHEREAS**, the City of Sedro-Woolley and Sedro-Woolley Fire Department is the owner of a fire training facility (the “Facility”) on 10476 S. Third Street, Sedro-Woolley, Washington; and

**WHEREAS**, Agency desires to utilize the Facility for training purposes for its personnel.

### II. TERMS AND CONDITIONS

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. **Training.** Agency will be permitted to use the Facility on a non-exclusive basis for training purposes.
2. **Scheduling.** Facility usage will be scheduled according a training session scheduling policy set by the Sedro-Woolley Fire Department. Agency recognizes that the Facility will be used by the Sedro-Woolley Fire Department and by other Agencies for training purposes. Agency shall schedule its training exercises with the Sedro-Woolley Fire Department with as much advance notice as possible to ensure that the Facility is available for its desired Training Sessions. The Sedro-Woolley Fire Department shall use its best efforts to make the Facility available to Agency at Agency’s requested Training Sessions, but Agency’s requested Training Sessions cannot be guaranteed.
3. **Facility Fee.** The Agency will pay the City of Sedro-Woolley a fee for use of the Facility according to a fee schedule policy (the “Fee Schedule”) set by the Sedro-Woolley Fire Department. The City of Sedro-Woolley will invoice Agency on at least a monthly basis. Invoices are due within sixty (60) days of receipt, and overdue amounts will accrue interest at the rate of twelve percent (12%) per annum. Agency will be liable for a cancellation fee according to the Fee Schedule policy. The Sedro-Woolley Fire Department reserves the right to change the Fee Schedule at any time without advance notice to Agency.
4. **Term of Agreement.** The term of this Agreement shall commence upon execution by the parties and shall continue in effect for a period of one (3) year. This Agreement shall automatically renew each year thereafter for an additional one (3) year term; provided, however, that either party may terminate the Agreement by providing notice to the other of its intention not to renew this Agreement at least ninety-days (90) prior to expiration of any term.
5. **Rules of Facility Use.** The Sedro-Woolley Fire Department has adopted certain rules and policies regarding the use of the Facility. The current version of these rules and policies as adopted by the Sedro-Woolley Fire Department are attached hereto as Exhibit “A”. These rules may be updated from time to time by the Sedro-Woolley Fire Department to ensure the

orderly and safe utilization of the Facility by the various Agencies. Agency agrees to comply with the Rules and further agrees that the Sedro-Woolley Fire Department may terminate this Agreement for Agency's failure to comply.

6. **Facility Neat and Clean.** Agency agrees to keep the Facility in a neat and clean condition as reasonably can be expected during its use of the Facility. At the end of each training session or use, Agency agrees to return the Facility to the Fire Department in as good a condition as received. Agency further agrees that it will clean the Facility after each use to a condition reasonably acceptable to the Sedro-Woolley Fire Department.

7. **Instructors.** In the event Agency desires to utilize its own instructors, the instructors maybe required to go through an orientation session.

8. **Safety Officers.** Agency shall adhere to NFPA Code 1403, which requires the presence of a safety officer/operator during use of the live fire training prop, and another safety officer for every five (5) firefighter trainees. Agency must select the safety officer & operator from an approved list provided by the Sedro-Woolley Fire Department during any training session involving use of the live fire training prop.

9. **Liability.** Agency has inspected the Facility and finds it acceptable for its intended uses. Agency is not relying upon any representations or warranties concerning the Facility except those that may be set forth herein. Agency accepts sole responsibility for all accidents, damages, bodily injury or damage to personal property occurring during Agency's use of the Facility. To the extent applicable by law, and pursuant to the terms of any other agreement between the parties.

9.1 **No City or Fire Department Liability For Agency's Property**

**Damage:** Agency waives any and all claims, suits and causes of action against the City of Sedro-Woolley and the Sedro-Woolley Fire Department (including its employees, commissioners, officers or agents) for any property loss or damage done to Agency's property, whether real, personal or mixed, occasioned by Agency's activities on the Facility. It shall be the Agency's responsibility to provide its own protection against casualty losses of whatsoever kind or nature, regardless of whether or not such loss is occasioned by the acts or omissions of the City of Sedro-Woolley and Sedro-Woolley Fire Department, the Agency, third party, or act of nature.

9.2 **Sedro-Woolley Fire Dept. Property Damage:**

Agency shall compensate the City of Sedro-Woolley and Fire Department, for any and all damages to the Facility and the City property occasioned by or arising from the use of the Facility by the or arising from the use of the Facility by the Agency or anyone at the Facility (or other Fire Department property as a result of the Agency's activities on the Facility) in connection with Agency's use of the Facility, ordinary wear and tear excepted.

9.3 **Indemnity and Hold Harmless:**

Agency agrees that it will protect, save, defend, hold harmless and indemnify the City of Sedro-Woolley and Sedro-Woolley Fire Department, its employees, volunteers, officers and agents from any and all demands, claims, judgments, or liability for loss or damage arising as a result of accidents, injuries, or other occurrences, (except for losses or injuries occurring as the result of the sole negligence of the City of Sedro-Woolley or Sedro-Woolley Fire Department.), regardless of who the injury party may be. For purposes of this agreement, the Agency expressly waives its immunity under Title 51 of

the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Agency. This waiver is mutually negotiated by the parties to this Agreement.

This section is expressly agreed to as a condition of using the facility.

10. **Insurance.** Agency shall provide a certificate of insurance to the City of Sedro-Woolley prior to utilizing the Facility, and obtain a rider to its insurance policy naming the City of Sedro-Woolley as an “also insured” for claims arising as a result of this Agreement. Such certificate shall provide that the rider may not be canceled without thirty (30) days’ written notice to the City of Sedro-Woolley.

11. **Assignment or Subletting:** Agency is prohibited from either assigning or subletting all or any portion of the Facility during its use of the Facility.

12. **Litigation.** In the event any party hereto finds it necessary to bring an action against the other party to enforce any of the terms, covenants or conditions hereof, the party prevailing in any such action or proceeding shall be paid all costs and attorneys’ fees incurred by the other party.

13. **Notices.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing addressed to the other party at the addresses as follows:

TO FIRE DEPARTMENT:

SEDRO-WOOLLEY FIRE DEPARTMENT  
220 MUNRO STREET, P.O. BOX 659  
SEDRO-WOOLLEY, WA 98284

AGENCY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or such address as may have been specified by notifying the other party of the change of address. Notice shall be deemed served on the date of actual delivery or the first attempted delivery as shown on the return receipt if mailed with the United States Postal Service by certified mail, return receipt requested.

14. **Amendment.** No modification, termination or amendment of this Agreement may be made except by written agreement signed by both parties hereto.

15. **Captions.** The captions of this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement.

16. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this

Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

17. **Counterparts.** This Agreement may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

18. **Additional Acts.** Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by any party hereto, the parties hereto agree to perform, execute and/or deliver, or cause to be performed, executed and/or delivered, any and all such further acts, deeds and assurances, which may reasonably be required to effect the purposes of this Agreement.

19. **Neutral Authorship.** Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of the provisions of this Agreement.

20. **Governing Law.** This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the laws of the State of Washington, and the parties agree that in any such action venue shall lie exclusively in Skagit County, Washington.

21. **Entire Agreement.** The entire agreement between the parties hereto is contained in this Agreement and the exhibits hereto, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument executed by the parties subsequent to the date hereof.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above written.

**SEDRO-WOOLLEY FIRE DEPARTMENT**

**AGENCY**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Secretary