FACILITY USE AGREEMENT

Fire and Life Safety Facility
Philips Building

This agreement will serve as a confirmation for use of the Town of Concrete's Fire and Life Safety Facility, Philips Building located at 45396 Main Street, Concrete, WA 98237.

Individual or Organization Requesting Use: _____

Mailing Address: _____

Contact Phone Number and Email:

_____

Intended Use:

_____

Attendance of a Concrete Volunteer Fire Fighter is required, please state the name of the Volunteer who has agreed to attend:

_____

The rental fee is $60.00 for a maximum of 8 hours. Payment of the rental fee in full shall be made at the time this Agreement is signed by both parties. The agreement may be canceled at no cost up to forty-eight (48) hours prior to the rental period.

It is understood this facility is a working fire station and responds to emergency calls as they are received.

Renters will adhere to the NON-alcoholic, NON-smoking facility requirement.
Please read carefully and check each box below stating your acknowledgment.

□All engines, fire fighter gear, closed offices, radios, pagers, air compressors or any other items left in the open are not to be touched, altered or damaged in any way. Any and all damages will be the responsibility of the individual or organization requesting use and who has signed this agreement.

□We shall clean the area used so it is returned to its original state. Failure to do so will result in a charge for clean-up and possible denial of future use.

□We shall close all windows if opened and lock and secure all rooms and entrances upon conclusion of the event/usage.

□We shall park only in the back parking area and will not obstruct the movement or maneuvers of **any** emergency vehicles or that of the fire department volunteers, at any time. We fully understand this facility is a working fire station that responds to emergency calls as they are received.

INDEMNIFICATION:

_____shall indemnify and hold harmless the Town of Concrete, its officials, employees and volunteers, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the use of the building or premises, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property caused by the tortuous act or omission of _____, its employees, agents, volunteers or subcontractors.

INSURANCE:

_____ must furnish a Certificate of Insurance naming the Town of Concrete as an Additional Insured on a General Liability Insurance Policy. The insurance policy shall provide a limit of liability equal to or more than $2,000,000 per occurrence. The insurance must be from a duly licensed insurance company authorized to do business in the State of Washington.

TERMS AND CONDITIONS:

_____ will be financially responsible for any and all damages to the building/contents/premises that results from its use of the facility, including property damage, structural damage, and personal injury by _____, its employees, agents, volunteers, guests or subcontractors which occur in the course of use of the building/premises during the rental period.

There is no smoking, alcohol consumption or use of drugs within the facility or the facility premises under this use agreement.

The undersigned have carefully read, understand and agree to the terms of this Agreement, and further agrees that no oral representations, statements or inducements have been made.

_____ _____
Signature of Individual or Authorized Representative Date

_____
Printed Name and Title if Appropriate

_____ _____
Signature of Town Representative Date

_____
Printed Name of Town Representative