GRANT COUNTY FIRE DISTRICT NO. 3
RESIDENCE AGREEMENT

This Agreement is entered into between Grant County Fire Protection District No. 3, referred to as the "District" and _____ referred to as the "Resident".

The undersigned Resident, as a result of a desire to voluntarily serve the community, which is the District, and to contribute towards the furnishing of effective and efficient fire protection and emergency medical services by the District, has requested to become a volunteer resident firefighter.

1. **Premises.** The District agrees to provide to the Resident living quarters located at either District Stations No. 30, 31, 35 or 37 as assigned, which shall be the resident's principal place of residence.
2. **Utilities.** The District agrees to pay the monthly charge for garbage, electricity, gas, water and sewage.
3. **Care of Premises.** The Resident agrees to keep the premises in a clean and acceptable condition and shall not make any alterations in the premises without the written consent of the District.
4. **Rules and Regulations.** The Resident agrees to abide by the rules and regulation of the District relating to the resident volunteer program and the use of station facilities and any amendments to such rules and regulation as may from time to time be enacted by the District. A copy of the current rules and regulations will be provided to the Resident at the time of the execution of this Agreement.
5. **Release.** The Resident releases the District from liability for any injury to the Resident or from liability for any injury to or loss or destruction of the Resident's personal property or possessions resulting from any cause whatsoever while the Resident resides in the facilities furnished by the District.
6. **Termination of Program.** It is understood by the Resident that participation in the resident volunteer program may be terminated any time without notice and without cause by the District.
7. **Termination of Residency.** In the event of the termination of the resident program or in the event of the termination of the undersigned's participation in the resident program for any reason, the Resident agrees to vacate the premises and remove all possessions from the premises within fifteen (15) days after notification of termination by the District.
8. **Services.** The Resident agrees that all services provided under the resident program by the Resident are provided on a voluntary basis without expectation of compensation other than reimbursement of expenses or the payment of a nominal sum as may be established at the sole discretion of the District.
9. **Voluntary Program.** The undersigned recognizes and understands that the position of Resident has been created and is held at the sole discretion of the Board of Commissioners of the District and appointment to fill such position may be terminated at the sole discretion with or without cause. The undersigned acknowledges that he/she has no express or implied contractual right to employment with the District and accepts appointment with that understanding. The undersigned further acknowledges that no reliance has been placed on

any verbal, written or printed statements of the District, its agents or employees in the offer or acceptance of the position and that no such statements constitute a contractual obligation on the part of the District to continue the participation of the undersigned in the volunteer program.

10. **Status of Resident.** The Resident recognizes that the relationship between the District and the Resident is not the normal landlord-tenant relationship. The District in requiring participants in the volunteer resident program to reside at the District station is exercising a governmental rather that a proprietary function. Only participants in the program are required to reside at the station and such permission is granted for the convenience and needs of the district and not of the Resident.
11. **Services of Resident.** The Resident agrees to provide normal and regular maintenance of the grounds at the station and residence, to provide surveillance and security at the station site and to provide emergency response services as a volunteer firefighter at the station. Meet physical demands of Policy 4.1.50.
12. **Reimbursement.** The Resident is considered a volunteer firefighter when responding to emergency incidents. The district will pay $100.00 a month to help cover meal costs while on duty. The meal cost payment may be withheld if residents are negligent in their daily duties or assignments. All night shifts per month will be covered, according to the schedule, and all holiday day shifts. All day weekend shift must be fulfilled according to the schedule. Shift reimbursement is $600.00 / month. When qualified, the resident firefighter may sign-up for a minimum of four per-diem firefighter shifts per month.
13. **Non-Liability of District.** This Agreement is made on the express condition that the District shall be free from all liabilities and claims for damages and suit for or by reason of any injury or injuries to any person or persons or property of any kind whatsoever, whether the personal property of the Resident, his/her agents or employees, or third persons, from any cause or causes whatsoever, except for injuries or damages arising from the negligence of the District, its agents or employees, while in or on said premises or any part thereof during the term of this Agreement or occasioned by any occupancy or use of the premises or any activity carried on by the Resident in connection therewith. The Resident hereby covenants and agrees to indemnify and save harmless the District from all liabilities, charges, expenses, attorneys fees and costs on account of or by reason of any such injuries, liabilities, claims, suits or losses however occurring or damages growing out of the same.
14. **Term.** This Agreement may be terminated by either party giving to the other party _____ day's written notice of termination.

DATED: _____, 20____.

GRANT COUNTY FIRE PROTECTION DISTRICT 3

BY: _____ BY: _____

Resident Firefighter District Fire Chief