GRANT COUNTY FIRE DISTRICT #3

1201 Central Avenue S • P.O. BOX 565 • Quincy, WA 98848
P: (509)787-2713 | www.gcfd3.net

TRAINING CENTER USE/RENTAL - AGREEMENT

Company/Organization Information:

Name: _____ Dates needed: _____ to _____

MailingAddress_____City/State:_____Zip:_____

POC: _____ Title: _____

Phone: _____ Email:_____

Event: ☐ Training ☐ Meeting ☐ Other _____

Burn Building Prop / Drill Tower

Without prior authorization by the Fire Chief or their designee, the Training Center shall be accompanied with one District 3 member for the purpose of support, protection, and operating the facility. Visiting departments must supply their own PPE and instructors.

MUTUAL AID PARTNERS

☐ User shall be responsible for all costs associated with training (i.e. Instructors, fuel, lumber, etc.) These costs will be identified in advance and are hereby agreed to be covered by the undersigned organization.

NON-MUTUAL AID PARTNERS

Burn Building Prop / Drill Tower
☐ Full day price: $1,000
☐ Half day price: $ 500
☐Any apparatus needs will be based on current state rates.
*Must supply own OSB and any needed tools.

Drill Tower (No burning):
☐ Full day price: $500
☐ Half day price: $250
☐Any apparatus needs will be based on current state rates.
*Must supply own OSB and any needed tools.

☐ **The User has read and signed the General Terms and agrees to comply with them.**

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Send completed form with payment to:

GCFD 3
1201 Central Ave S
Quincy, WA 98848
Email: info.grantfire3@gmail.com

Office Use Only:

Total Amount Due _____ Date Received _____

By: _____

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TRAINING CENTER USE/RENTAL - GENERAL TERMS

This agreement is entered into between Grant County Fire Protection District No. 3 hereafter referred to as "District", and _____ hereafter referred to as "User".

Background

1. District owns and operates a training facility with associated props, tools and equipment, collectively referred to as “Training Center.”
2. The User would like to use the Training Center for the purpose of providing training for its personnel.
3. The District is willing to allow use of its Training Center by User under the conditions set forth in this Agreement

Agreement

In consideration of the mutual promises contained in this Agreement the parties agree as follows:

1. **Facility Use**. No smoking tobacco, alcohol, marijuana products, or any other illegal item on District premises. No parking in front of overhead doors. (Must stay clear for access to emergency apparatus.) Only that part of the facilities/building rented is to be used.

2. **Time of Use.** The District grants permission to the User to use the Training Facility at mutually agreeable times established by the User and District Chief or designee. All use of the Training Facility by User shall be subject to the terms and conditions of this Agreement and the District may revoke User’s rights to use the Training Facility at any time.

3. **Cancellation.** Cancellation notice is required a minimum of seven (7) days prior to the scheduled event in order to receive a full refund of rental fees paid. Cancellation notices received less than 7 days prior to the scheduled event will receive NO REFUND; unless Fire Chief or designee determine otherwise. The Training Center shall not be liable for non-performance of this contract when such non-performance is attributable to national emergencies, acts of God, and any other causes, which are beyond the reasonable control of the Training Center and which prevent or interfere with the Training Center’s performance. In such event, the Training Center shall not be liable to the customer for any damages, whether actual or consequential, which may result from such non-performance but shall be liable only for refunding to User any rental fees being held.

4. **Scheduled Time/Extensions.** It is essential to conclude training sessions at the scheduled time. Requests for extensions will be determined by the Fire Chief or designee. Additional charges maybe be applied in accordance with the Training Center fee schedule.

5. **Release and Waiver.** User agrees to be solely responsible for the acts or failure to act of its personnel, agents, trainees and instructors that occur or arise in any way out of the Training Center and releases, waives, and discharges the District, its employees, officers, elected officials and agents from any and all liability, claims, demands, actions and causes

of action arising out of or related to any injury, including death, that User its, personnel, agents, trainees, and instructors may sustain as a result of their use of the Training Center.

6. **Acknowledgement of Risk**. User understands and acknowledges that use of the Training Center involves a certain amount of risk and potential for bodily injury to User's personnel, officers, trainees, agents and instructors. User acknowledges that:
   6.1. Injuries are a common and ordinary occurrence associated with the use of the Training Center.
   6.2. The social and economic losses and/or damages, which could result from those risks and dangers described above, could be severe.
   6.3. These risks and dangers may be caused by the action, inaction or negligence of the participant or the action, inaction or negligence of the others, including, but not limited to User, its personnel, officers, trainees, instructors and agents or the personnel, officers an agents of the District.
   6.4. There may be other risks not known or not reasonably foreseeable at this time.

7. Indemnification/Hold Harmless. In consideration of the User's use of the Training Center facility, the User agrees to indemnify, defend, and hold harmless the District from all lawsuits, damages, claims, judgments, losses, liability, or expenses for personal injuries or property damage of any kind or nature that arise out of or in connection with the User's use of the Training Center whether arising from the actions or non-actions of User, User's employees, volunteers, agents, officials or from third parties that may directly or indirectly participate in or observe User's use of the Training Facility; provided, this section shall not apply in the event the injury or property damage is caused by the sole negligence of the District. In the event any lawsuits or claims of any type are filed with or against the District relating to the training exercise, the lawsuit or claim shall be tendered to the User for defense and indemnification. **It is further specifically and expressly understood that the indemnification provided herein constitutes the User's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The User further acknowledge that it has mutually negotiated this waiver.**

8. **Insurance**.
   8.1. User shall procure and maintain a comprehensive general liability policy with limit of liability not be less than one million ($1,000,000.00) dollars for each occurrence and two million ($2,000,000.00) dollars aggregate. User shall have the policy endorsed to add the District as an additional insured and shall provide the District with a copy of endorsement prior to using the Facility. User shall be responsible for maintaining its own fire and hazard insurance on User owned personal property located on the Facility property.
   8.2. User's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the User to the coverage provided by such

insurance or otherwise limit the District's recourse to any remedy available at law or in equity.

9. **Set-Up/Clean-Up.** User is responsible for all clean-up of the Training Center including leaving the facility clean and free of all trash and litter. The User is responsible for any damage to the facility or equipment. In the event damage occurs or excessive cleaning is necessary, the User will be charged for all janitorial or repair fees incurred.

10. **Inspection of Training Facility.** The User agrees that it will thoroughly inspect the Training Facility prior to the commencement of training in order to identify any apparent defects or any hidden or latent defects that may be discovered by an inspection of the Training Facility, and, by entering the Training Facility, the User assumes the risk of any defects hidden, latent, or otherwise, that exist on the property.

11. **Responsibility for Damage to Training Center.** The User agrees to be solely responsible for any damage that may occur to the Training Center and other District equipment and facilities located on or about the Training Center area as a result of or related to the User's use of the Training Center.

12. **Security Cameras**. User acknowledges that the Training Center has security cameras onsite that may record participants during training activities.

13. **Live Fire Training.** Live Fire Training, I do hereby attest and certify that all of the participants, instructors and safety officers that will participate in the training at the Grant County Fire Protection District No. 3 training facility, on the dates requested, meet the training prerequisites and requirements of NFPA 1403 current addition, meet the training mandates in WAC 296-305 current edition, that all participants are medically capable of performing the intended training, and the User has thoroughly inspected the training facility and will use the same in its present condition, recognizing that there are distinct hazards associated with the use of this Training Center.

Grant County Fire Protection District No. 3	**USER**
By: _____	By: _____
Print Name/Title: _____	Print Name/Title: _____
DATE:_____	DATE:_____

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ACKNOWLEDGEMENT AND ACCEPTANCE OF RISK.

RELEASE AND INDEMNITY AGREEMENT FOR TRAINING GROUNDS AND TOWER USE

PLEASE READ CAREFULLY BEFORE SIGNING.
THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

Grant County Fire District No. 3 "District" allows limited use of its training grounds and training tower by non-employees. In consideration for being permitted to use the "Training Center" the undersigned agrees as follows:

I shall refrain from engaging in any behaviors that create an unreasonable risk of harm to myself or to others using the Training Center.

I understand and acknowledge that use of the Training Center involves a certain amount of risk and potential for bodily injury. I recognize that:

a. **INJURIES ARE A COMMON AND ORDINARY OCCURRENCE associated with the use of the Training Center.**

b. **The social and economic losses and/or damages, which could result from those risks and dangers described above, could be severe.**

c. **These risks and dangers may be caused by the action, inaction or negligence of the participant or the action, inaction or negligence of the others, including, but not limited to personnel, officers or agents of the District.**

d. **There may be other risks not known to me or are not reasonably foreseeable at this time.**

I have made a voluntary choice to use the Training Center despite the risks.

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I expressly and unconditionally agree to
ASSUME ANY AND ALL RISK OF INJURY OR DEATH
which might be associated with or result from my use of the Training Center.

I hereby unconditionally **AGREE NOT TO SUE** the District and unconditionally **RELEASE, WAIVE, AND DISCHARGE** the District, its employees, officers, elected officials and agents from any and all liability, claims, demands, actions and causes of action arising out of or related to any injury, including death, that I may sustain as a result of my use of the Training Center **INCLUDING NEGLIGENCE** on the part of the District its employees, officers, elected officials and agents. I further agree **TO IMDEMNIFY AND SAVE AND HOLD HARMLESS** District its employees, officers, elected officials and agents from any loss, liability, damage, or cost, including attorney fees, they may incur due to my use of the Training Center. I have read and I understand this agreement and all of its terms. I understand that this is a legally binding **ACKNOWLEDGMENT AND ACCEPTANCE OF RISK, RELEASE, AND INDEMNITY AGREEMENT** which bars me or any person on my behalf from recovering any damages in any lawsuit in the event of my injury or death except for gross negligence or intentional conduct. I am entering into this agreement freely and voluntarily and I agree that it is and shall be binding on me, my heirs, assigns and legal representatives.
If any provision or portion of this Agreement is held to be unconstitutional, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

I HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I MAY GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT VOLUNTARILY WITHOUT INDUCEMENTS. I HAVE READ AND UNDERSTAND THE ABOVE WAIVER

Dated: _____

Print Name_____

Signature_____

File this form in the Facility Use File