

AGREEMENT OF USE

FOR

EVENDALE FIRE DEPARTMENT TRAINING & PUMP TESTING FACILITY
10500 READING ROAD
EVENDALE, OHIO

In exchange for the use of the Village of Evendale allowing the _____

Fire Department to use its Training and Pump Testing Facility, the _____

Fire Department agrees to the following:

1. All of its personnel are on-duty and covered by Workers' Compensation by _____ while using the Evendale Fire Department Training and Pump Testing Facility.

2. It will protect, defend, indemnify and hold harmless the Village of Evendale and its officers, employees and agents from and against any and all claims, suits, demands or actions arising out of or in connection with any negligent or intentional acts or omissions of _____ and its employees, its officers, agents, or independent contractors. _____ agrees to indemnify the Village of Evendale and its officers, employees and agents against any judgment (including attorneys' fees), award, or amount paid in settlement, applicable court costs and witness fees arising from such claim, suit, demand or action. In the event that _____ fails to defend the Village of Evendale and its officers, employees and agents as set forth in this paragraph, such parties shall defend themselves and _____ shall pay all costs for such defense including, but not limited to, judgments, awards, amounts paid in settlement, applicable court costs, witness fees and attorneys' fees.

3. That the Village of Evendale and/or the Evendale Fire Department shall not be liable for any damage to apparatus or equipment of the department using the facility, and that the department using the facility and/or adjunctive Evendale equipment shall assume liability for said facility and equipment and reimburse the Village of Evendale for damage to same.

Responsible Party's Title & Signature: _____

Date: _____

Witness's Title & Signature: _____

Date: _____