

**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: \_\_\_\_\_