

CITY OF OLYMPIA
MARK NOBLE REGIONAL FIRE TRAINING CENTER USE AGREEMENT
1305 Fones Road SE
Olympia, WA 98501

Trainee Organization's Contact Information:

Organization: _____, legally organized

GOVERNMENT ENTITY PRIVATE ORGANIZATION OTHER (LIST)

Contact Person: _____

Address: _____

City/Zip Code: _____

Work Telephone: _____ Cellular Telephone: _____

Email: _____

Training Event Information:

Description of Training Event ("Training"): _____

Date(s): _____

Number of People Expected to Attend: _____

Time Training Begins: _____ Time Training Ends: _____

Is this Training open to other organizations? Yes _____ No _____

RESERVATIONS & FEES:

1. Reservations to use the Mark Noble Regional Fire Training Center ("MNRFTC") are by execution of this written Agreement.
2. Reservations and fees cannot be transferred to another organization and/or individual without the express written permission of the MNRFTC Director of Training ("Director").

GENERAL RESPONSIBILITIES:

1. The User signing this Agreement assumes full responsibility for use of the areas of the MNRFTC related to the Training.
2. Misuse of the facility, failure to properly supervise trainees, and/or failure to comply with the MNRFTC Rules & Regulations, Instructor's directions, and all applicable legal requirements, are sufficient cause to cancel and/or terminate a training event early, and may result in forfeiture of User's fee, and possible denial of any future use.

INSURANCE/INDEMNIFICATION:

1. User shall obtain and provide evidence of Commercial Liability Insurance coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate if using the MNRFTC, except when training in the burn room in the Commercial Training Tower in which case User shall obtain and provide evidence of Commercial Liability Insurance coverage in the amount of \$5,000,000 per occurrence and \$10,000,000 general aggregate. The insurance limits stated herein are not intended to be an indication of exposure, nor are they limitations on indemnification.

2. All entities using any portion of the MNRFTC must name the City of Olympia as an “ADDITIONAL INSURED.” The Certificate of Insurance together with the endorsement naming the City as an additional insured shall be furnished to the City of Olympia at least one week prior to the Training. Governmental entities that cannot name the City an “Additional Insured” due to membership in an insurance pool that precludes such an endorsement must provide proof of pool membership with sufficient evidence of coverage at least one week prior to the Training.
3. User agrees to indemnify, defend and hold the City of Olympia, its officers, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of, or in connection with, the use of the MNRFTC for the purpose of the Training described herein, except for injuries and damages caused by the sole negligence of the City. User shall be responsible for any damage to the MNRFTC associated with the Training, and may be invoiced by the City of Olympia to recover the costs of any necessary repair.

CANCELLATION:

1. The City reserves the right to cancel this Agreement at any time, with or without cause. Upon such cancellation, the City will promptly refund any fees submitted, unless cancellation is due to the User’s failure to follow the terms of this Agreement.
2. Should User wish to cancel the Training, notice to the City must be received at least seven (7) days prior to the scheduled Training except for instances of Greater Alarm Calls or disasters. User recognizes that without proper notice of cancellation, the City may be unable to schedule another event in the area that was to be used for the Training. **Should User cancel without the required notice, the availability of future training reservations will be at the sole discretion of the City depending on the circumstances.**

AREA(S) OF USE (CHECK ALL AREAS TO BE USED IN THE TRAINING):

- CLASSROOM/COMMAND TRAINING CENTER (CTC)
- COMMERCIAL TRAINING TOWER
- RESIDENTIAL TRAINING TOWER
- VENTILATION PROP
- OUTDOOR DRILL AREA
- CLIMBING WALL
- OUTDOOR BURN PROP
- OTHER (LIST) _____

USER MUST INITIAL RECEIPT OF THE FOLLOWING ATTACHMENT(S):

- _____ MAP OF TRAINING CENTER DEPICTING USE AREAS
- _____ RULES & REGULATIONS FOR USE OF PREMISES
- _____ CURRENT EDITION OF THE STRUCTURAL FIRE TRAINER ACTION PLAN
IF LIVE FIRE TRAINING IS TO BE CONDUCTED

CITY OF OLYMPIA MARK NOBLE REGIONAL FIRE TRAINING CENTER
RULES & REGULATIONS FOR USE OF PREMISES
September 2012

General rules:

- All fire training shall be performed in accordance with all applicable laws, regulations, and safety standards including but not limited to NFPA standards and applicable WAC provisions;
- There shall be no alteration of onsite props;
- Users are required to remove all personal items at the end of the training and shall leave the facilities and grounds in the same condition as when they arrived;
- User shall supervise trainees and ensure that all trainees are properly informed about rules and regulations of the facility as well as proper protocol for the particular Training;
- User understands that additional instruction and/or training may be occurring in other areas of the MNRFTC at the same time as User's Training and User will ensure that trainees stay within the areas specifically reserved for this Training, except when necessary to enter or exit the MNRFTC.
- Decisions of the City of Olympia's designated MNRFTC Trainers and Instructors are final.

Rules specific to classroom use:

- Occupancy is limited to 30;
- Food and beverages are allowed at the trainer's discretion;

For rules specific to live fire training, see the document entitled,
STRUCTURAL FIRE TRAINER ACTION PLAN

Misuse of the facility and/or failure to comply with these Rules & Regulations, as well as those posted on the Premises, may result in the City's cancellation and/or early termination of a training event, possible forfeiture of the fee and potential denial of any future use.

PLEASE COMPLETE & RETURN ALL PAGES OF THIS AGREEMENT

The undersigned hereby agrees to the Rules & Regulations for use of the City of Olympia Mark Noble Regional fire Training Center (MNRFTC) and certifies that the information provided in this Agreement is correct. The undersigned further states that he/she has the authority to enter into this Agreement on behalf of his/her organization and agrees that the applicant or organization will observe all applicable laws, as well as rules and regulations listed within or referenced in this Agreement and will exercise due care while using the MNRFTC. The undersigned accepts full responsibility and legal liability for the above described Training, and agrees to abide by all conditions of this Agreement. Venue for any dispute under this Agreement shall be in the superior court of Thurston County, Washington and the Agreement shall be governed by Washington law. If this Agreement is entered into by a member of any tribal organization to which sovereign immunity applies, sovereign immunity is hereby expressly waived and the tribal organization agrees to submit, unconditionally and without objection, to the jurisdiction of the state and federal courts.

- DOCUMENTATION OF INSURANCE ATTACHED
- DOCUMENTATION OF CITY BEING NAMED AS ADDITIONAL INSURED.

(Name of Organization)

Training Fee _____
(see attached fee sheet breakdown)

(Signature of Authorizing Official)

(Date)

(Print Name of Authorizing Official)

(Print Title of Authorizing Official)

FOR OFFICE USE ONLY, when training is completed, route this agreement and Use Fee Agreement Worksheet to OFD admin for billing.

CITY OF OLYMPIA:

(Director of Training or designee)

(Print Name of City Official)

(Date)

(Instructors)

Approved Area(s) of Use Map

Circle title of all areas of use

User signature (agrees to use only areas noted)

Date

OFD Approval

