

Visalia Fire Department

420 N Burke St. Visalia California 93292



Training Division

Telephone (559) 713-4266 Fax (559) 713-4808

VISALIA FIRE DEPARTMENT FIRE TRAINING FACILITY

Facility Use Agreement Instructions

- Contact Visalia Fire Department Training Division for date availability 559-713-4266/559-713-4544
- Complete all sections of the Fire Training Center Facility use Agreement
- Include Proof of Insurance
- Complete Training Facility Rental Fees form
- Complete the Agreement and Release from Liability form
- Fire Station and Crew Quarters are off limits
- Return completed agreement with all additional documentation and payment to:

Attn: Heather Robertson
Visalia Fire Department
420 N Burke St.
Visalia CA 93292
Phone: 559-713-4267
Fax: 559-713-4808
Email: heather.robertson@visalia.city

Agreements may be faxed or emailed and the payment may be mailed separately

Should you have any questions, needs or concerns while utilizing the facility

Training Captain: 559-713-4545
Station 55 On Duty Crew 559-713-4544
Administrative Battalion Chief 559-713-4056
Sr. Administrative Assistant Heather Robertson 559-713-4267

Visalia Fire Department

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TRAINING RESOURCES REQUESTED

Contact Information

Contact Name: _____

Agency: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Email: _____

Event Information

Date Requested: _____

Arrival Time: _____ Departure Time: _____

Item(s) Rented	Unit Price	Actual Usage	Total Cost
Classroom (2 Hour min)	\$28.06 Per Hour		
Training Tower/Fire Simulator (includes Grounds) (2 Hour Min)	\$113.27 Per Hour		
Fire Simulation (Live Fire)	\$28.06 Per Fire		
Site Operator (Mandatory if using fire prop)	\$84.86 Per Hour		
Training Tower/Training Grounds (2 Hour Min)	\$56.80 Per Hour		
Vent Prop	\$113.27 Per Hour		
Plywood	Actual Cost Per Sheet		
Drafting Pit (2 Hour Min)	\$56.80 Per Hour		
Total Costs for Agreement			

FACILITY USE AGREEMENT

This Agreement, made and entered into this on _____ by and between the CITY OF VISALIA, a municipal corporation, hereinafter referred to as CITY, and _____ hereinafter referred to as USER.

1. **EVENT SCHEDULE:** The USER desires to rent the Visalia Fire Department Training Facilities located at _____ on _____.
2. **SET-UP and CONDITIONS:** Standard set-up includes normal heat, lights, air conditioning, usual cleaning, room set-up, and routine maintenance by the CITY. USER will discuss set-up with the CITY, at least thirty (30) days prior to holding the event for which this Agreement is issued.
3. **PAYMENT:** The USER agrees to a Facility/Equipment/Services fee of \$_____ as identified in Attachment "A." Payment is to be made on or before 30 days from billing date.
4. **DEPOSITS AND CANCELLATIONS:** A deposit of \$_____ is due on _____. Any cancellation by the USER must be in writing and is not effective until and unless received by the CITY. Should the USER fail to comply with or default in the performance of any of the terms and conditions of this Agreement, the CITY reserves the right to cancel this Agreement. Any deposit made by USER to CITY can be retained by CITY and will not limit the rights of the CITY in seeking other legal relief including the recovery of damages.
 - 4.1 In addition, a damage deposit of \$_____ is due by _____. An equipment inventory will be taken before the next user is allowed to use the same facility and no later than 24 hours after the event. Any damages to or loss of equipment or damage to the facility will be deducted from this deposit. Should repair and/or replacement of damaged equipment and/or facility furnishings exceed the amount of the deposit, USER shall pay the excess amount to CITY. USER may request, a walk-through prior to and following the event, for the purposes of this damage deposit. The excess damage deposit will be applied to the balance due to CITY unless otherwise requested.
5. **INDEMNIFICATION:** The USER hereby agrees to indemnify and hold harmless CITY and its officers, agents, employees, and assigns from any liability imposed for injury or damage to person or property, arising from the usage of CITY's facilities before, after, or during the term of this Agreement from any cause whatsoever, except injury or damage resulting from the acts or omissions of CITY or its authorized agents.
6. **INSURANCE:** USER agrees to secure prior to commencing any activities pursuant to this Agreement, and will maintain during the term of this Agreement, insurance coverage as follows:
 - A. Worker's Compensation Insurance as required by California statutes;

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CITY and will not limit the rights of the CITY in seeking other legal relief including the recovery of damages.

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5. INDEMNIFICATION: The USER hereby agrees to indemnify and hold harmless CITY and its officers, agents, employees, and assigns from any liability imposed for injury or damage to person or property, arising from the usage of CITY's facilities before, after, or during the term of this Agreement from any cause whatsoever, except injury or damage resulting from the acts or omissions of CITY or its authorized agents.

6. INSURANCE: USER agrees to secure prior to commencing any activities pursuant to this Agreement, and will maintain during the term of this Agreement, insurance coverage as follows:

A. Worker's Compensation Insurance as required by California statutes;

B. Comprehensive General Liability Insurance, or Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products and Completed Operations, and Broad Form Property Damage (if applicable), in an amount of not less than \$1,000,000 per occurrence, combined single limit, written on an occurrence form.

Each insurance policy required by this Agreement shall contain the following clause - "It is agreed that any insurance maintained by the CITY shall apply in excess of and not contribute with insurance provided by this policy." Each insurance policy required by this Agreement, excepting policies for workers' compensation, shall contain the following clause - **"The City of Visalia, its officers, agents, employees, representatives and volunteers are added as additional insured's with respect to operations and or activities of or on behalf of the named insured pursuant to the Agreement with the CITY."** **Certificate of insurance needs to specify all dates that USER is on the premises.**

NO LATER THAN THIRTY (30) DAYS PRIOR TO COMMENCING ACTIVITIES UNDER THIS AGREEMENT, USER WILL DELIVER TO CITY EVIDENCE OF INSURANCE. FAILURE TO PROVIDE THE REQUIRED INSURANCE MAY RESULT IN CANCELLATION OF THIS AGREEMENT. The USER will notify the CITY, immediately, in writing, if insurance coverage is canceled or changed before the event date and after the CITY has received evidence of insurance. The insurance requirement under this Agreement shall not be waived, altered, or otherwise changed, except upon the prior written authorization of CITY. Acceptance by CITY of an insurance certificate which does not comply with this Agreement, absent said written authorization, shall not constitute a waiver of the insurance requirements under this Agreement.

The CITY'S Risk Manager is hereby authorized to amend the insurance requirements set forth above in the event it is determined by Risk Management that such an amendment is in the CITY'S best interest. Risk Management can be contacted at (559) 713-4335, 220 N Santa Fe St., Visalia, CA 93292.

7. OCCUPANCY INTERRUPTION: Should the training facilities be destroyed or damaged to such an extent that such damage will substantially interfere with the use of the facilities by USER, or should a strike, public emergency or other unforeseen occurrence or Act of God beyond the control of the CITY prevent USER from using said facilities, then CITY shall have the right to terminate this Agreement and USER shall only be liable for charges due at the time of such occurrence. Should the Agreement be terminated for any such cause, the CITY waives any claim for damages or compensation. Further, CITY retains the right to cause the interruption of any event in the interests of public safety, and to likewise cause the termination of the event when, in the sole judgment of CITY, to do so is necessary in the interest of public safety. USER waives any and all claims for damages or compensation from CITY in the event of said interruptions or termination.

8. ASSIGNMENT: Neither this Agreement nor any of the rights of USER hereunder may be assigned without prior written consent of CITY.

9. **NOTICE:** Any notices to be given hereunder shall be written and shall be served either by personal delivery or by first class mail, postage prepaid, return receipt requested and addressed, as follows:

CITY:

USER:

10. **LIABILITY WAIVER:** USER agrees that all participants will be given an Agreement and Release From Liability prior to using the facility.
11. **INTEGRATION:** This Agreement represents the complete and entire understanding between the parties as to those matters contained herein. No prior oral or written understanding, except as expressly provided herein, shall be of any force or effect with respect to those matters covered herein. This Agreement may only be modified or amended in writing signed by both parties. Both parties acknowledge that the headings used herein are for reference only and that the terms of this Agreement are set out in the text under such headings.
12. **ATTORNEY FEES:** In the event of legal action arising from this Agreement, the non-prevailing party agrees to pay the prevailing party reasonable attorney fees.
13. **SEVERABILITY:** If any term, condition, covenant, provision or part thereof of this Agreement is, or is declared, invalid, void or unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.
14. **EXECUTION IN COUNTERPARTS; FACSIMILE SAME AS ORIGINAL:** This Agreement may be executed in counterparts, each of which shall be an original and both of which shall constitute one and the same instrument.

APPROVED and AGREED to:

“USER”

BY: _____

DATE: _____

Authorized Representative

“CITY OF VISALIA”

BY: _____

DATE: _____

CITY OF VISALIA FIRE DEPARTMENT

AGREEMENT AND RELEASE FROM LIABILITY

1. **Voluntary Participation.** I, _____, acknowledge that I have voluntarily chosen to participate in a training program located at the City of Visalia Fire Department facility.
2. **Assumption of Risk.** I am aware that my participation in the training program involves numerous risks of injury, even death. **I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGERS INVOLVED AND I AGREE TO FULLY ASSUME ANY AND ALL RISKS OF BODILY INJURY OR DEATH, AND VERIFY THIS STATEMENT BY PLACING MY INITIALS HERE:** _____
3. **Release.** In consideration for my being permitted to participate in the training program, I agree, for myself, my heirs, assigns, and my legal representatives, to release the City of Visalia Fire Department and the City of Visalia, their trustees, officers, agents, employees, or insurers, from any action, claim or demand, that I, my heirs, assigns, and my legal representatives have or may have, for any and all personal injuries I may sustain, regardless of cause or fault, as a result of my voluntary participation in the training program.
4. **Legal Right to Sign.** I acknowledge that I am over the age of 18 years and have the legal right to sign this document and verify this statement by placing my initials here: _____.
5. **Knowing and Voluntary Execution.** I have carefully read this release and fully understand its contents. I am aware that this contract is legally binding and that I am voluntarily releasing legal rights by signing it.

Executed on _____, 2019 at _____, California.
DATE CITY

SIGNATURE OF PARTICIPANT

FULL PRINTED NAME OF PARTICIPANT