



Novato Fire Protection District

Facility Use Agreement

AD-81c

The use of the Novato Fire Protection District facilities including the fire training tower and/or classroom by non-District organizations will be authorized only when such use does not infringe upon, delay, or conflict with District purposes. Facilities will not be available during periods of District closure or during periods when District resources are unavailable.

This Facility Use Agreement ("Agreement") by and between the Novato Fire Protection District ("District") and _____ ("User") is made this day _____ ("Effective Date") and shall term on June 30th of the current fiscal year. Fiscal years are from July 1st to June 30th.

Rental Request is the formal request made by User to the Administrative Contact listed on the first page of this Agreement specifying the details of the use of the classrooms or training tower ("Facilities"). Each Rental Request shall be documented with a receipt sent to User, and the receipt shall be incorporated herein by reference. Any requests made without following the procedure above shall not be valid.

Points of Contact: The designated agency or company contact listed on the cover page of this Agreement shall check-in with the designated District point of contact on the day of use. User shall communicate with the designated District point of contact for all inquiries before, during and after their scheduled reservation.

Parking: Vehicles shall be parked in areas designated by the District to ensure emergency apparatus are not blocked.

Facility Use: All personal equipment and/or items rented elsewhere including any decorations or presentation materials on walls shall be removed from the tower and classroom. Delivery and removal of items allowed only during rental hours unless other arrangements have been made with the District.

User shall not bring onto District property any alcoholic beverages or illicit drugs. If food and beverages are brought in, User shall be responsible for removing all unused paper plates, cups, utensils, etc. from the classroom. Trashcans may be used to dispose of trash.

Fees and Payment Terms: User agrees to pay the use fee(s) either on the day of the event or within thirty (30) days of receipt of invoice. User shall submit payment either through Authorize.net or mail payment to District's Accounts Receivable department at NFPD, 95 Rowland Way, Novato, CA 94945. Refer to **Attachment A** for fees.

GENERAL LIABILITY RELEASE WAIVER: USER SHALL BE RESPONSIBLE FOR OBTAINING SIGNATURES ON THE GENERAL LIABILITY RELEASE WAIVER FOR EACH INDIVIDUAL IN THEIR GROUP, AND SUBMIT TO THE DESIGNATED DISTRICT CONTACT ON THE DAY OF USE BEFORE THE GROUP ACTIVITY BEGINS. **SEE ATTACHMENT B.**

Waiver of Liability, Assumption of Risk: In consideration of the use of the District's Facilities, User agrees to indemnify, hold harmless, and to release, waive, discharge, and promise not to sue the District and its directors, officers, employees, agents, and volunteers from liability from any and all claims, including the active or passive negligence of the District resulting in personal injury (including death), accidents or illness, or property damage or loss arising out of or in any way connected with the use of the Facilities.

Assumption of Risks: Participation in the use of the Facilities may carry certain inherent risks that cannot be eliminated regardless of the care taken to avoid injury. The specific risks range from 1) minor injuries such as scratches, bruises, and sprains, to 2) major injuries such as eye injury, joint or bone injuries, heart attacks, and concussions, to 3) catastrophic injuries such as paralysis and death.

Indemnification and Hold Harmless: User agrees to indemnify and hold District harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, arising out of the use of the Facilities, and to reimburse District for any such expenses incurred.

Severability: I further agree that this Waiver of Liability, Assumption of Risk, and Indemnity Agreement is intended to be as broad and inclusive as permitted by law, and that if any portion is held invalid the remaining portions will continue to have full legal force and effect.

Insurance Requirements: User shall, at its own cost and expense, obtain and maintain in full force and effect, the following insurance coverage. User shall deliver to District a Certificate(s) of Insurance prior to use of Facilities.

Worker's Compensation: As required by the State of California. If Contractor has employees, a copy of the certificate



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evidencing such insurance.

Commercial General Liability for bodily injury and property damage including blanket contractual liability coverage and products and completed operations, with limits of not less than:

- \$1,000,000 Bodily Injury and Property Damage; Per Occurrence
- \$2,000,000 Annual Aggregate, other than Products and Completed Operations
- \$2,000,000 Annual Aggregate, Products and Completed Operations

Automobile Liability with limits of not less than one million dollars (\$1,000,000) per occurrence.

User shall name District, its directors, officers, employees, and agents as additional insured by endorsement under the Commercial General Liability and automobile policies. Policies will be primary and non-contributory and will waive all rights of subrogation against District. User shall provide District with an unqualified thirty (30) days written notice of cancellation or material change in terms or conditions.

In no event will the insurance maintained by User hereunder limit or diminish in any way User's obligations or liability to District arising from or related to this Agreement.

Governing Law and Jurisdiction: This Agreement is governed by and construed according to the laws of California. Any legal action or proceeding arising out of or relating to this Waiver of Liability, Assumption of Risk, and Indemnity Agreement shall be filed in the United States District Court for the Northern District of California, or in any court of the State of California sitting in the City and County of San Francisco, California or in the County of Marin, California, and NFPD hereby consents to the jurisdiction and venue of such courts. In the event of any legal action or claim concerning the terms of this Waiver of Liability, Assumption of Risk, and Indemnity Agreement or the performance of any Party under the terms of this Agreement, all reasonable legal fees, costs and expenses of the prevailing Party relating to such legal action or claim will promptly be paid by the other Party.

Acknowledgment of Understanding: User has reviewed this Agreement, fully understands its terms, and understands that this is a release of substantial rights, including the right to sue. Execution below by User is intended to be a complete and unconditional release of all liability and any claims against District to the greatest extent allowed by law.

User		District	
Signature		Signature	
Name (Print)		Name (Print)	
Title		Title	
Date		Date	



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Attachment A

Fee Schedule

Please enter a check-mark next to each facility you wish to rent.

LOCATION: Station 62, 450 Atherton Ave, Novato, CA

- Days and hours for use: Monday – Saturday 8:00am – 5:00pm
- A half day is 4 hours or less.
- Please check ✓ the boxes below for the types of use required.

Facility Type	Types of Use	Dates of Use	Half Day Fee	✓	Full Day Fee	✓
Training Tower	Tower & blacktop		\$175		\$350	
	Class B live fire (includes one operator)		\$500		\$1,000	
	Drafting pit		\$50		\$100	
	Vent prop (lumber, nails and tar paper not included)		\$100		\$200	
	Enforcer forcible entry prop		\$100		\$200	
	Cavallero field next to Station 62		\$100		\$200	
	SCBA fill room (includes one operator)		\$500		\$1,000	
Mobile Classroom #1	Mobile classroom next to training tower (includes \$50 janitorial fee)		\$150		\$250	
Mobile Classroom #2	Mobile classroom next to training tower (includes \$50 janitorial fee)		\$150		\$250	

LOCATION: Station 61, 7025 Redwood Boulevard, Novato, CA

- Days and hours for use: Monday – Friday 9:00am – 5:00pm

Room	Capacity	Dates of Use	Fees	✓
James Berthinier Training Room	40 max, 28 tabletop		\$150	
James Berthinier Conference Room	10 max		\$75	

LOCATION: Administration Building, 95 Rowland Way, Novato, CA

- Days and hours for use: Monday – Friday 9:00am – 5:00pm

Room	Capacity	Dates of Use	Fees	✓
George Cavallero Conference Room	12 max		\$75	
Heritage Conference Room	30 max, 18 tabletop		\$100	

OTHER LOCATION(S) (Specify):



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Attachment B

GENERAL LIABILITY RELEASE WAIVER Each individual that is not an employee of the User must sign

Agency or Company Name:		Facility Description (e.g. Tower):	
		Date:	

In consideration for being permitted to use the Facility(ies) named above, I, on my own behalf, agree to the following:

I release from liability and waive rights to sue the Novato Fire Protection District and the District's officials, officers, employees, agents and volunteers (collectively "District") from any and all claims, including the District's negligence, resulting in any physical injury, illness (including death) or economic loss that I may suffer as a result of my use of the facility including any travel to and from the facility.

I, on my own behalf, agree to:

1. Indemnify, defend, and hold harmless the District, its officials, officers, employees, agents and volunteers from and against any and all losses, liability, claims, suits, actions, damages and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by my willful misconduct or negligent acts or omissions and by acts for which I could be held strictly liable..
2. Pay for all damages to the District's Facility caused by my negligent, reckless, or willful actions.

I am 18 years or older. I have read this document, and I am signing it freely. I understand the legal consequences of signing this document, including (a) releasing the District from all liability, (b) waiver of my right to sue the District, (c) and assumption of all risks as a user of the Facility, including travel to and from the Facility.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

#	FIRST NAME	LAST NAME	SIGNATURE
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