



## **FACILITY USE AGREEMENT**

The Johnson County Fire Training Facility, an operating entity of the Johnson County Emergency Service District No. 1 (the “**District**”), hereby authorizes \_\_\_\_\_ (the “**Organization**”), to use the Johnson County Fire Training Facility at 2451 Service Drive in Cleburne, Texas (the “**Training Facility**”), under the following terms and conditions.

### **I.** **Term**

The term of this Agreement shall be one year, commencing on \_\_\_\_\_, 202\_\_.

### **II.** **Use**

Each separate use of the Training Facility (referred to as a “**Project**”) during the term of this Agreement shall be conditioned upon the Organization’s submittal, and the Training Facility’s approval, of a completed Request in the form attached to this Agreement (The “**Request**”).

### **III.** **Waiver of Liability**

**3.1** The Organization, on behalf of itself and its Officers, Directors, Members, Employees and their successors and assigns (referred to herein as the “**Releasers**”) hereby waive and release any and all claims, demands and causes of action against the District and its Commissioners, officers, and employees arising directly or indirectly from the loss or damage to any property of Releasers or the injury, sickness or death of any Releaser occurring during, or as a result of, the use of occupancy of the Facility by a Releaser, provided, however, that this waiver and release shall not apply to loss or damage to property or injury, disease or death caused by:

- (a) the sole negligence of the Commissioners, officers or employees of the District:  
or by
- (b) the gross negligence or willful misconduct of the District or its Commissioners or employees.

**3.2** The foregoing waiver and release of liability of the District shall be in addition to, and not in lieu of, any applicable statutory waiver and release of liability.

**3.3** The Organization will submit to the Training Facility an identical waiver of liability executed by each participant prior to the commencement of each Project. One Waiver executed by a participant shall be effective throughout the term of this Agreement and shall survive the termination of this Agreement.

**IV.**  
**Indemnity**

The Organization hereby agrees to indemnify and defend the District and its Commissioners, officers and employees against any claims, demands, causes of action, loss, liability, damages, judgments and expense (including reasonable attorneys' fees and expenses incurred in defending against said risks or enforcing this indemnity) arising, directly or indirectly, as a result of the use and occupancy of the Training Facility by the Organization, provided, however, that this indemnity shall be ineffective as to any loss or damage to property or to any injury, sickness or death caused by:

- (a) the sole negligence of the District or its Commissioners or employees; or by
- (b) the gross negligence or willful misconduct of the District or its Commissioners, officers or employees.

**V.**  
**Fees and Expenses**

**5.1** The following fees and expenses are applicable to each Project:

- (a) other Organizations shall pay the standard fee in accordance with the Fee Schedule in effect at the time of each Project, as stated in each Reservation accepted by the District;
- (b) each Organization shall reimburse the District, upon written demand, for the repair or replacement of damage or loss to the Training Facility or its contents caused by participants in, or during, the Organization's Project;
- (c) the Organization, shall reimburse the District for the cost of expendable materials (hay and LPG) utilized in fire training Projects, as invoiced by the District for each Project.

**VI.**  
**Responsibility of Organization**

**6.1** The Organization shall identify on its Request an officer responsible for each Project. The Responsible Officer shall be responsible to the District for:

- The conduct of attendees during the Project;
- Reporting to the District any personal injury or property damage occurring during the course of the Project;
- Securing the Facility after turning off interior lighting at the conclusion of the Project;
- Locking the gate and placing keys in the after-hours drop box;
- Recommending to the Executive Director of the Fire Training Facility any means or methods for enhancing the utilization of the Facility.
- Ensuring that all participants in the Project are instructed to comply with the following requirements:
  - All interior space in the Facility is a smoke-free area. Smoking is permitted out-of-doors and all cigarette butts are to be field-stripped or placed in designated containers.
  - File cabinets and desk drawers within the Facility shall not be opened.
  - All trash shall be deposited in receptacles at the conclusion of the Project.
  - No office equipment shall be used unless previous arrangements have been made.
  - All of the Organizations equipment and materials are removed at the conclusion of the Project.

**VII.**  
**Additional Responsibilities for Projects**  
**Utilizing the Tower, Burn House or LPG projects**

- 7.1** No Department or Organization shall be authorized to conduct a Project utilizing the tower, burn house or LPG projects unless a person designated by the Department as the Project Safety Officer on the Project Request Form is approved by the Executive Director of the Training Facility. A person shall not be qualified as a Project Safety Officer without having successfully completed a course of instruction for safety officers.
- 7.2** The Project Safety Officer shall have ultimate responsibility for the safety of each Project, including the authority to stop a Project in his sole discretion for safety considerations.

**VIII**

The Organization acknowledges that Reservations are approved on a first-come, first-served basis and that the Commissioners have the first priority of all use of the Training Facility.

Request forms, Release of Liability and Reservation information can be obtained by contacting the Johnson County ESD No.1 at, 817-556-2212, Metro 817-558-2230.

**EXECUTED** at Cleburne, Texas, on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**DEPARTMENT/ORGANIZATION**

By: \_\_\_\_\_

Rank/Title: \_\_\_\_\_

Department Billing/Contact Information

Billing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

Phone Number (s): \_\_\_\_\_

\_\_\_\_\_

**JOHNSON COUNTY EMERGENCY  
SERVICES DISTRICT No.1**

By: \_\_\_\_\_

Title: \_\_\_\_\_