

SOUTH PORTLAND FIRE DEPARTMENT

STANDARD OPERATING GUIDELINES

Policy #:	5.315	Effective Date:	6/10/2012
Title:	Donated Training Facilities User Agreement	# of pages:	2
Category:	Training	Classification:	Red

1. **PURPOSE:** To ensure any donated training buildings are properly documented prior to any training evolutions.
2. **POLICY:** The attached form will be completed by the required parties and a copy posted at the donated building prior to any training occurring at any donated building

By Order Of:

Kevin W Guimond

Kevin W. Guimond
Fire Chief

Agreement

THIS AGREEMENT is made this _____ day of _____, _____, by and between the CITY of SOUTH PORTLAND, acting by and through its Fire Department (hereinafter "Fire Department"), and _____ of _____ (hereinafter "Property Owner").

WHEREAS, the Property Owner holds full legal title, without mortgage or other encumbrance, to a certain building or structure located at or about (Assessor's Map____, Lot____) in the City of South Portland (hereinafter "Said Structure");

WHEREAS, a visual description of said structure is as follows:_____

_____;

WHEREAS, in order to train new personnel and to promote efficiency in firefighting, the Fire Department wishes to destroy said structure;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Said Structure To Be Destroyed. The Property Owner authorizes the Fire Department to destroy Said Structure by cutting, chopping, prying and pulling and further authorizes the Fire Department to do all things necessary and incidental thereto in accord with safe training practices, and the Fire Department agrees to do the same; provided, however the Fire Department reserves the right to terminate its obligation hereunder if, in its exclusive judgment, such training cannot be done safely and in accordance with good firefighting practices.

2. Ownership. The Property Owner covenants and agrees with the Fire Department that he holds full legal title to Said Structure, without mortgage or other encumbrance, and that he has the legal right to destroy Said Structure and the legal right to permit the Fire Department to enter onto the land on which Said Structure sits; provided, further, the Property Owner agrees to defend, indemnify, and hold harmless, the Fire Department, the City of South Portland, and their officers, agents and employees from and against any claim, suit, or judgment by himself or third parties for damage to Said Structure or any liability arising out of any claim of injury from a person who is not an agent, officer of employee of the fire department of City of South Portland in connection with the destruction of said structure.

3. Personal Property. The Property Owner covenants and agrees with the Fire Department that he has removed all personal property which he does not want destroyed from within and around Said Structure; provided, further, the Property Owner agrees to defend, indemnify, and hold harmless, the Fire Department, the City of South Portland, and their officers, agents and employees from and against any claim, suit, or judgment by himself or third parties for damage to personal property.

4. Prohibition against Profit by Fire Insurance or Otherwise. The Property Owner covenants and agrees that neither he nor third parties shall profit in any way, whether by

collection of fire insurance proceeds or otherwise, from the burning of Said Structure; provided, however, this prohibition shall not prevent the Property Owner or third parties from realizing any savings inherent on having Said Structure destroyed or in any increased value to the land on which it sits.

5. Disconnecting Utilities. The Property Owner covenants and agrees that he shall be responsible for disconnecting all electrical, water, cable, and other utilities connected to Said Structure. This includes removal of propane, oil, or other fuel tanks present on the property. The Property Owner shall also be responsible for cleaning up and properly disposing the debris from the burning of said structure in accordance with all applicable local and State laws and ordinances at the Property Owner's expense.

6. Asbestos Abatement: The Property Owner has also had the Said Structure inspected by a licensed inspector and certified to be free of any/all materials that contain asbestos. If asbestos was found in the Said Structure, the Property Owner must have it removed by a properly licensed company at the Property Owner's expense, prior to the destruction of said structure.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as the date first above written.

_____ By: _____
Witness Property Owner

_____ By: _____
Witness Fire Department

For Office Use Only
Approved by City Manager

Dated: _____

James H. Gailey
South Portland City Manager