**WHEREAS** Renting Department Name

**WHEREAS** Montgomery County Emergency Services District No. 6 ("MCESD 6") has firefighting training facilities; and

**WHEREAS** Renting Department Name desires access to the Montgomery County Emergency Services District No. 6 facilities for use by its Fire Training Program, and Montgomery County Emergency Services District No. 6 desires to allow Renting Department Name access, in accordance with the terms herein.

**NOW THEREFORE**, in consideration of the mutual covenants agreed to herein the parties agree as follows:

1. Montgomery County Emergency Services District No. 6 shall make the Training Facilities including Burn Building, Training Field, Affordable Drill Tower, and Cascade Filling Station located at 23550 Loop 494, Porter, Texas 77365 available to Renting Department Name on:

04/12/21

2. Montgomery County Emergency Services District No. 6 shall provide Renting Department Name the use of the SCBA Cascade to refill empty cylinders used during Training. Renter is responsible for logging fills into the Cascade Binder. MCESD 6 agrees to furnish 20 bales of hay for burn materials (consumables) for sessions held at the Facility. Any additional bales of hay are available for purchase at the market rate which is currently $6.00 per bale.

3. For the use of the Facility and supplies mentioned above, Renting Department Name will pay a total fee of $1500.00 per day. Day is classified as any 8 hours on the specified date. This rate includes a Porter Fire Department Overtime Employee to monitor the burn.

Montgomery County Emergency Services District No. 6 agrees to invoice Renting Department Name for this amount, payable no later 30 days after the invoice date.

4. Montgomery County Emergency Services District No. 6 shall not be required to provide any staff or other equipment under this agreement except that mentioned above. Renter shall provide instruction and staff for the training performed. Montgomery County Emergency Services District No. 6 shall not be required to provide any other services nor be held liable for the instruction or use of the facility.

Renting Department Name shall not be held liable for provided expendables nor the normal use of equipment contained within the facility. Furthermore, the Renter shall

be responsible for funding any additional services or equipment provided by Montgomery County ESD. No. 6 not included in the regular rental agreement.

5. Renting Department Name assumes responsibility for any damages caused by its members or students to the Montgomery County Emergency Services District No. 6 facility or equipment.

6. Renting Department Name shall, to the fullest extent allowed by law, indemnify and hold harmless Montgomery County Emergency Services District No. 6, its commissioners, officers, and employees for any and all claims asserted by any person for any claim, including but not limited to damage to equipment, personal injury or death, brought by any student or instructor of Renting Department Name.

7. Renting Department Name shall require all students and instructors who participate in training at the fire training facility owned by Montgomery County Emergency Services District No. 6 to execute a waiver form attached to this agreement as “Exhibit A.” The original signed waivers shall be provided to Montgomery County Emergency Services District No. 6 prior to any individuals entering the Burn Building.

8. All live fire training shall be conducted in accordance with NFPA 1403 (Standard for Live Fire Evolutions) and Montgomery County Emergency Services District No. 6 guidelines.

Renting Department Name Montgomery County Emergency

Services District No. 6

Prepared by: \_\_\_ Prepared by:

Printed Name: Name Here Printed Name: Name Here

Title: Title Here Title: Title Here

Date: \_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_