



Escambia County Fire Rescue

Acquired Structure Usage Guide



We greatly appreciate your interest in allowing Escambia County Fire Rescue personnel to train with your building. Access to your building will provide an invaluable training tool for the fire department. However, your building must meet certain requirements before the fire department can utilize the structure for training. Listed below are the requirements which the building must meet.

- The ECFR Training Chief must accept the structure for training. The Training Chief or his designee will make a site visit to tour the building and determine our ability to utilize the building for training.

There are several documents you must provide:

- Proof of Clear Title from the Escambia County Clerk of the Court's office
- Certificate of Insurance Cancellation
- Release from granting the ECFR permission to utilize the building for training (ECFR will supply)

The building owner is responsible for ensuring all utilities have been disconnected to the building.

(This includes electrical, gas, water, cable and telephone services)

ECFR will utilize the building to enhance the practical skills of its firefighting personnel. The skills training sessions may include, but are not limited to:

- Cutting holes in the roof to simulate ventilation practices
- Simulated Search and Rescue Operations
- Opening walls, ceilings and floors to simulate overhaul
- Raising, placing and working from ground ladders
- Multi-company operation for Incident Command Training

The Fire Department WILL NOT burn-down the building!

ECFR will not completely demolish the building. Upon completion of the training the property owner will be notified so they can complete the demolition.

**AGREEMENT BETWEEN ESCAMBIA COUNTY FIRE RESCUE,
ESCAMBIA COUNTY, FLORIDA AND _____,
PROPERTY OWNER, RELATING TO THE USE OF ACQUIRED
STRUCTURES FOR ESCAMBIA COUNTY FIRE RESCUE TRAINING
PURPOSES**

This Agreement is entered into this ___ day of _____, 201_, by and between Escambia County Fire Rescue, (hereinafter referred to as "ECFR") and _____ (hereinafter referred to as "Owner(s)").

WITNESSETH:

WHEREAS, ECFR desires the use of building(s) scheduled for demolition to assist in the training of ECFR firefighters; and

WHEREAS, _____, is/are the Owner(s) of the property located at _____, Escambia County, Florida (hereinafter referred to as "Subject Property"); and

WHEREAS, the Subject Property, is scheduled to be demolished by the Owner(s); and

WHEREAS, the Owner(s) consent to allow ECFR use of the Subject Property prior to demolition for training purposes; and

WHEREAS, the Owner(s) agree to hold harmless and release ECFR from any and all liability that may arise from ECFR's use of the Subject Property.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants contained herein, the ECFR and Owner(s) agree as follows:

1. Recitals. The recitals contained in the preamble to this Agreement are true and correct and incorporated herein by reference.
2. Purpose. The purpose of this agreement is to set forth the terms and conditions whereby the Subject Property may be utilized by ECFR to conduct training exercises prior to demolition of the property by the Owner(s).
3. Responsibilities of the Parties:
 - A. ECFR:
 1. ECFR shall be allowed to use the Subject Property for training purposes from _____ (date) until _____ (date).
 2. ECFR will use the Subject Property for various training exercises, including but not limited to, the following: ventilation exercises, cutting holes in the roof, pulling drywall (ceilings), removal of windows/doors, advancing hose lines into

the structure, conducting search and rescue operations, and other such training as deemed necessary by ECFR.

3. ECFR will be responsible for providing insurance coverage and compensation for its personnel conducting training at the Subject Property.
4. ECFR shall provide Owner with a written list of training exercises to be performed on the Subject Property.
5. ECFR shall not be responsible for removing any of the structure upon completion of the training.
6. The Subject Property is provided in "as-is" condition and is expected to sustain significant damage as a result of the training exercises. The Subject Property shall be returned "as-is" following the training exercises. ECFR shall not be responsible for any damage caused to the Subject Property.

B. Owner:

1. The Owner(s) shall be responsible for ensuring that the Subject Property is vacant.
2. The Owner(s) shall be responsible for ensuring that all utilities, to include water, sewer wells, septic tank, and gas lines are disconnected prior to use of the property by ECFR.
3. The Owner(s) verify that the Subject Property is scheduled for demolition on _____ (date) by _____ (demolition contractor).
4. The Owner(s) acknowledge and agree that ECFR will use the Subject Property for various training exercises, including but not limited to, the following: ventilation exercises, cutting holes in the roof, pulling drywall (ceilings), removal of windows/doors, advancing hose lines into the structure, conducting search and rescue operations, and other such training as deemed necessary by ECFR.
5. The Owner(s), at their own expense, agree to fence off the property following completion of training by ECFR.
6. The Owner(s), at their own expense, agree to demolish all structures on the property following completion of training by ECFR.
7. The Owner(s) acknowledge and agree that the Subject Property may sustain significant damage and further agree to hold ECFR harmless for all damages sustained.
8. The Owner(s) acknowledge and agree that no property rights are conferred by allowing ECFR to use the Subject Property for training exercises prior to scheduled demolition of the Subject Property by the Owner.

4. Liability and Indemnification. Each party shall be liable only for its own acts or omissions. Nothing in this agreement shall extend liability for either party.

5. Hold Harmless. Owner agrees to hold harmless, pay on behalf of, protect, defend, and indemnify ECFR, its officers, agents, and employees from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them by reason of any alleged loss or damage to property or injury to or death of any person arising out of or in any way related to the use or possession of the Subject Property. Owner's

obligation is not limited by, or in any way to, any insurance coverage or by any provision in or exclusive or omission from any policy of insurance.

6. Entire Agreement; Amendment. This Agreement with all incorporated attachments and exhibits represents the entire agreement of the parties. This Agreement may be amended by mutual written agreement of the parties.

7. Records. The parties acknowledge that this agreement and any related financial records, and its reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event any party fails to abide by provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving the party seven days written notice, terminate this agreement.

8. Term. This Agreement shall commence upon the date last executed by the parties herein unless terminated as provided herein. _

9. Modification and Termination. This agreement may be cancelled or terminated with or without cause by either party by giving (30) calendar days advance written notice to the other party. Any and all amendments must be made in writing by the parties before becoming effective.

10. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is the subject of this agreement shall be in the County of Escambia.

11. Further Documents. The parties shall execute and deliver all documents and perform further actions that may reasonably be necessary to effectuate the provisions of this agreement.

10. Assignment. This agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the parties, without prior written consent of the other party.

11. No Waiver. The failure of either party to insist upon the strict performance of the terms and condition herein shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement by their duly authorized representatives on the respective dates under each signature:

OWNER:

By: _____

Owner: _____

Date: _____

Witness

Witness

ECFR:

By: _____

Jon Paul Williams, Acting Fire Chief

Date: _____

Witness

Witness