

Miami Valley Fire/EMS Alliance

Confined Space Trailer Use Agreement

This agreement is entered into between the Miami Valley Fire/EMS Alliance, a regional council of governments (hereinafter “Alliance”) and the under Agency (hereinafter “Agency”) to establish the terms and conditions under which the Alliance grants Agency the right to use the Alliance Confined Space Trailer (the “Trailer”) in connection with the Agency’s administration of a training program for fire, rescue and emergency response personnel.

For the valuable consideration, receipt of which is acknowledged, the Alliance and Agency agree as follows:

1. **Term of Agreement** – This Agreement shall remain in effect for the period set forth below. At the expiration of the term the Agency shall return the Trailer to the Alliance or to such a third party as directed by the Alliance in writing to the Agency.
2. **Insurance** – The Agency shall maintain sufficient property, casualty and liability insurance coverage against any loss, damage or other mishap to the Trailer during the term of this Agreement and while in transit to or from its location of use and covering any personal injury or death arising from use of the Trailer. Minimum coverage to be maintained in effect during the term includes the following insurance: (i) vehicle collision insurance to cover the Trailer’s replacement cost in the amount of \$_____; (ii) general liability insurance with a minimum limit of liability or \$2,500,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers’ Compensation Insurance as required by law on all persons using the Trailer. The coverage afforded by Agency’s general liability insurance shall apply to the Alliance as an additional insured. Agency’s insurance coverage shall be primary coverage during the term of this Agreement and at all times when Trailer is in Agency’s possession and/or responsibility and Agency shall supply a certificate of insurance to the Alliance confirming the effective dates and amounts of such coverage.
3. **Care and Use of Trailer** – The Agency agrees to use the Trailer only for the purposes specifically authorized by the Alliance, to ensure that the Trailer is returned to its storage location in a clean and usable condition, to store the Trailer in a safe and secure location when not in use by the Agency, to make no modifications to the Trailer without specific written consent of the Alliance and to ensure that trained staff supervise all use of the Trailer. Any damage to the Trailer while in the Agency’s care and possession shall be promptly repaired at Agency’s expense.
4. **Additional Representations** – The Agency represents and warrants that it possesses or has access to proper vehicles for towing and transporting the Trailer and that all personnel involved in such transportation are properly trained, licensed and covered by the above referenced insurance. The Agency further represents and warrants that all instructors that use the Trailer during the term of this Agreement shall be properly trained

and certified and that Agency shall be solely liable for the accuracy and extent of training provided. The Alliance makes no representation or guarantee over the accuracy or extent of any training provided by the Agency.

IN WITNESS HEREOF, the undersigned Alliance and Agency set their hands as of the date set forth after their names.

ALLIANCE

AGENCY

Miami Valley Fire/EMS Alliance

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

DATA SHEET

Term – From _____, 200__ to _____, 200__.

Time Checked Out: _____ Time Returned: _____

Agency Contact Person and Cell Phone: _____

Event/Activity for Trailer Use: _____

Condition of Trailer Exterior: _____

Tire Inflation Pressure: _____ psi Proper Inflation: Yes ___ No ___