

Bell Canyon Association Facilities Agreement

This Facilities Use Agreement is made this 15th day of December, 2021 by and between Bell Canyon Association (Association) and Bell Canyon Volunteer Wildland Fire Department (User Group).

The facilities/grounds included in this agreement are: All property and facilities owned by Association.

The Association and User hereby agree as follows:

1) Function. User Group shall have use of the facilities/grounds for work or operations, apparatus parking, responding to emergencies or training/educational activities, in each case conducted by or on behalf of the user group and which are authorized by its bylaws (collectively, Permitted Uses) and for materials, parts or equipment necessary or desirable in connection with such permitted uses.

2) Use of Facilities. Association hereby grants the user group the right to use the facilities/grounds therein during the period of **12-15-2021 to 12-15-2031** solely for the permitted uses.

Charges and/or Fees. The fee for use of the facilities/grounds by user group will be \$1.00 for the contract period.

Insurance Requirements. User group shall procure and maintain for the duration of the contract period insurance against claims for injuries to persons or damages to property which may arise from or in connection with this agreement and the activities of the user group, to include its board members, volunteers, agents, representatives, employees, contractors or subcontractors.

The cost of such insurance shall be borne by user group. Coverage shall include:

General Liability Insurance for all activities on the facilities/grounds with limits of liability on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence and a \$10,000,000 in the aggregate.

The general liability policy is to contain the following provisions:

a) Bell Canyon Association and its employees, officers, directors, volunteers and agents are to be covered as additional insureds by endorsement with respect to liability arising out of use of the facilities/grounds, including work or operations and other permitted uses performed by or on behalf of the user group and materials, parts or equipment furnished in connection with such work or operations or other permitted uses.

b) The user group Insurance Company shall agree to waive all rights of subrogation against the Association for losses paid under the terms of any policy covering the facilities/grounds.

c) User group shall furnish Association with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements must be actually received no later than 15 days after the start of the contract period or this agreement shall be null and void and shall terminate.

Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single of not less than \$1,000,000. Dollars.

Commercial Umbrella Liability Insurance with a not less than \$5,000,000. Dollars.

Workers' Compensation as required by California law.

This agreement shall be governed by the laws of California. This agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

IN WITNESS WHEREOF, the parties have executed this Facilities Use Agreement as of the date first written above.

User Group:

Bell Canyon Volunteer Wildland Fire Department

BY: Garrett Clancy

Title: Chief/CEO

Signature:  _____

Date: 11/18/21

Association:

Bell Canyon Association

BY: Lisa Riccomini

Title: Co-President, BCA

Signature:  _____

Date: 11/18/21

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User Group:

Bell Canyon Volunteer Wildland Fire Department

BY: Garrett Clancy

Title: Chief/CEO

Signature:

Date:

11/18/22

Association:

Bell Canyon Association

BY: Lisa Riccomini

Title: Co-President, BCA

Signature:

Date:

11/18/22

1034

BELL CANYON VOLUNTEER WILDLAND FIRE DEPT

DATE 11/15/22

Bell Canyon Association \$1.00

dollar + 00/100

DOLLARS

Bank

Facilities Use Agmt. 22

1034

BELL CANYON VOLUNTEER WILDLAND FIRE DEPT

29 BAYMARE RD.
BELL CANYON, CA 91307

16-49 129
1220

1034

DATE

1/15/22

PAY TO THE
ORDER OF

Bell Canyon Association \$1.00

One dollar + 00/100

DOLLARS



Security Features
Included
Details on Back



UnionBank

(800) 238-4486
unionbank.com

FOR

Facilities Use Agmt. '22

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