

## USE AGREEMENT

This Use Agreement is entered into this \_\_\_\_ day of February, 2009, by and between Wakulla County, Florida, hereinafter "County", and the St. Marks Coast Guard Auxiliary, hereinafter "Auxiliary".

WHEREAS, the St. Marks Coast Guard Auxiliary desires to use the facilities of the Wakulla County Fire Department, hereinafter "Facilities", for meeting space and monthly meetings which take place the first Saturday of the month unless otherwise changed with advance notification; classroom space for pre-scheduled training and public education activities; signage in front of the fire station located on Shadeville Road in Wakulla Station; and a small space at the fire station located on Shadeville Road in Wakulla Station on which to set a portable storage building for use by the St. Marks Coast Guard Auxiliary;

and

WHEREAS, the St. Marks Coast Guard Auxiliary agrees to offer to members of the Wakulla County Volunteer Fire Department an invitation to participate in flotilla training and complementary boating education courses; access to flotilla boats with qualified coxswain and crew members on board in assistance to further the Wakulla County Volunteer Fire Department's mission; other services that may enhance the level of service to the community of Wakulla County; and to participate in fund-raising efforts of the Wakulla County Volunteer Fire Department; and

WHEREAS, the County believes that the use of the facilities by the St. Marks Coast Guard Auxiliary to be in the public interest and a beneficial use of the facilities;

NOW, THEREFORE, the parties, for valuable consideration, the sufficiency of which is hereby specifically acknowledged, agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The term of this Use Agreement shall be from \_\_\_\_\_ to \_\_\_\_\_. The County shall have the right to terminate this Use Agreement at any time upon written notice to Auxiliary.
3. There shall be no cost to the Auxiliary for use of the Facilities for the purposes

agreed to.

4. The time, date, location, and duration of Auxiliary's use of the Facilities will be scheduled and approved by the Fire Chief.

5. Auxiliary shall at all time adhere to the rules and regulations of the County and the Volunteer Fire Department, shall not use the Facilities for any unlawful purpose and shall leave the Facilities in a clean and orderly fashion.

6. Any signage in front of the fire station located on Shadeville Road in Wakulla Station, shall conform with all applicable statutes, codes

and regulations, shall be of a size and location as determined by the County, and shall be maintained solely by the Auxiliary.

7. Any portable storage building shall not exceed a maximum size of eight feet by ten

feet, shall be constructed according to all applicable codes, shall be located at the fire station located on Shadeville Road in Wakulla Station, at the

direction of the County, shall be the sole maintenance responsibility of the Auxiliary, and shall not be utilized for the storage of any hazardous or flammable materials.

8. Auxiliary agrees to defend, indemnify and hold harmless Wakulla County and the

Wakulla County Volunteer Fire Department, its officers, employees, representatives and agents from and against all claims for bodily or personal injury or property damage resulting from Auxiliary's use of the Facilities and it's performance under this Use Agreement.

9. Auxiliary agrees to provide a Certificate of Insurance evidencing coverage for general

liability insurance, auto liability insurance and workers compensation insurance, covering all

Auxiliary personnel, in minimum statutory limits, including contractual liability specifically covering

Auxiliary's obligations under the above hold harmless and indemnification agreement, prior to its

use of the Facilities. Such Certificate of Insurance shall name Wakulla County as primary and the

Wakulla County Volunteer Fire Department as additional insured.

10. The foregoing constitutes the entire agreement between the parties and may be

modified only by a writing signed by both parties other than the intended uses and offered services

listed in the recitals above which may be expanded at any time through verbal agreement of the Parties respective leadership.

11. This Agreement shall be construed under the laws of the state of Florida, and venue for any actions arising out of this Agreement shall lie in Wakulla County.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2009.

St. Marks Coast Guard Auxiliary Wakulla County Board of County

Commissioners

By: \_\_\_\_\_ By: \_\_\_\_\_

As Its: \_\_\_\_\_ Howard Kessler, Chairman