

FIRE TRAINING AGREEMENT
AND
RELEASE OF CLAIMS FOR DAMAGE

THIS FIRE TRAINING AGREEMENT AND RELEASE OF CLAIMS FOR DAMAGE AGREEMENT, is made this _____ day of _____, 20____, by and between _____ and _____, herein after referred to as "Property Owners" and, the Town of Pearisburg, Virginia, a Virginia Municipal Corporation and the Pearisburg Fire Department also known as the Pearisburg Volunteer Fire Department and the employees, officers, officials, agents, successors and assigns of the Town of Pearisburg, Virginia, and the Pearisburg Fire Department also known as the Pearisburg Volunteer Fire Department all of which and whom are collectively hereinafter referred to as the "Fire Department," and provides as follows:

The Property Owners warrant, covenant and represent that they are the sole owners of that certain parcel of real estate with all improvements and personal property thereon which real estate is situate in Giles County, Virginia and has an address of _____, and which is generally described as _____ and which is hereinafter referred to as the Property.

The Property Owners and the Fire Department covenant and agree that the Fire Department shall use the aforesaid Property for the purposes of fire suppression training for the Fire Department and that such training will include the intentional setting of a fire at the Property and the destruction of the Property by fire as a part of such training. The fire shall be set at time selected by the Fire Department such time to be anytime after the execution of this Agreement and within ninety (90) days of the execution of this Agreement.

The Property Owners acknowledge and agree that the Fire Department is not required to give the Property Owners any notice whatsoever of the setting of the fire and commencement of the training exercise.

The Property Owners warrant and represent that: (1) no hazardous materials, toxic chemicals or similar substances, as defined by 42 U.S.C. § 1251 et seq., or 42 U.S.C. § 9601 et seq., or 42 U.S.C. § 6901, or 33 U.S.C. § 1317(1), or 15 U.S.C. § 2606(f) or 49 U.S.C. § 1801 et seq., or regulations adopted pursuant thereto, or any similar provision of any applicable state, federal or local law, are or were stored or used on or under or otherwise were or are in existence or were in any way dealt with on or under the Property; and, (2) no owner or occupant of the Property has received any notice from any governmental or private agency with regard to Hazardous Materials.

The Property Owners covenant and agree to remove all burned and partially burned debris from the Property within sixty days after the fire is extinguished, and to

Initials: Property Owner _____

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Fire Department _____

comply with all applicable laws, regulations and ordinances regarding the removal and disposal of such debris.

The Property Owners discharge and release the Fire Department from any and all claims, demands, actions or causes of action on account of property damage, direct or indirect, both known or unknown against the Fire Department and any other person, firm or corporation, incurred as a result of the aforesaid fire and training exercise and the resulting destruction and/or damage to the Property. This release shall be binding on the heirs, executors, administrators and assigns of the Property Owners.

The Property Owners covenant and agree to guarantee, indemnify, defend and hold harmless the Fire Department from any and all claims, demands, actions or causes of action on account of property damage, direct or indirect, both known or unknown asserted, claimed or demanded by any person or entity against the Fire Department and any other person, firm or corporation, incurred as a result of the aforesaid fire and training exercise and the resulting destruction and/or damage to the Property. This guarantee, indemnification, defense and hold harmless shall be binding on the heirs, executors, administrators and assigns of the Property Owners. The provisions of this Paragraph shall not apply to any property that is not physically located on the subject Property.

The provisions of this Agreement shall also inure to the benefit of any fire department and any municipal government or any other entity, including the employees, officers, officials, agents, successors and assigns of such fire departments, municipal governments or any other entity, who participates in any way or manner in the training exercise conducted by the Fire Department pursuant to this Agreement.

Each party hereto has received independent legal advice from its attorneys with respect to the advisability of entering into this Agreement, and with respect to the advisability of finally and completely settling the matters addressed herein. No party hereto relies upon any statement, representation, or promise of any other party in executing this Agreement, except as expressly stated in this Agreement. Each party hereto has read this Agreement and understands the contents hereof.

Failure to insist upon strict compliance with any term or provision of this Agreement shall not be deemed to be a waiver of any rights because of a subsequent act or failure to act. Nothing contained herein shall be deemed to constitute a waiver by any party hereto to insist upon strict compliance with the terms or provisions of this

Initials: Property Owner _____

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Agreement. Nothing contained herein shall be deemed to limit, constrain, waive, forfeit or otherwise affect the ability of any party hereto to request any Court to enforce the terms of this Agreement.

This Agreement inures to the benefit of and binds the parties hereto and their respective individual members, if any, legal representatives, successors and assigns, including, without limitation, the surety. The parties hereto expressly rely on the terms and conditions of this paragraph in entering into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers as of the date first set forth above.

PROPERTY OWNERS:

(Signature)

(Printed Name)

(Signature)

(Printed Name)

FIRE DEPARTMENT:

Pearisburg Fire Department/Pearisburg
Volunteer Fire Department

By: _____
Chief

Town of Pearisburg

By: _____
Todd Meredith
Town Manager