

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
FOR USE OF CITY OF PINELLAS PARK FIRE TRAINING FACILITY**

THIS INDEMNIFICATION AND HOLD HARMLESS AND AGREEMENT ("Agreement") is made and entered into on the _____ day of _____ 2026, by and between the CITY OF PINELLAS PARK (the "City") and _____ (the "User", which term shall include the User's officers, agents, and employees), collectively referred to as the "Parties".

WHEREAS, the City owns and operates a Fire Training Facility, which includes a drill tower with two Class A Fuel burn rooms for live fire training, located at [11350 43rd St N Clearwater, FL 33762] (the "Facility"); and

WHEREAS, the Facility is available for temporary use to conduct training associated with structural firefighting and other related activities during such dates and times as is mutually agreeable to the City and the User; and

WHEREAS, the User desires to use the Facility to conduct periodic firefighter training for its fire department personnel; and

WHEREAS, the Parties desire to set forth certain terms and conditions for the use of the Facility and provide indemnification and for certain limitations of liability as provided herein.

NOW, THEREFORE, the Parties agree as follows:

1. **RECITALS**. The above recitals are true and correct and incorporated herein.

2. **FACILITY DESCRIPTION**. The Facility is located [11350 43rd St N Clearwater, FL 33762]

It is expressly understood and agreed that User shall have access only to the portion of the Facility as described herein when conducting fire training.

3. **TERM/USE OF FACILITY**. The Facility, its appurtenances, and fixtures may be temporarily occupied and used by User to conduct the aforementioned training and other related activities on the following agreed upon dates and times as described in **Exhibit A**, which is attached and incorporated herein.

The use of any City equipment or fixtures located at the Facility is allowed only upon permission from the City and at the City's sole discretion. City agrees to allow User access to and use of the fire training tower, burn rooms, and the grounds located at the Facility.

User understands that use of the Facility may be restricted or interrupted at any time to avoid interference with the City's ability to conduct normal business operations.

4. **CONDITION OF TRAINING SITE.** User agrees to maintain the Facility in a clean and useable condition and will be responsible for all reasonable, necessary, and appropriate clean up after each use by User. If the premises is not returned to a clean, usable condition (ordinary wear and tear excepted), as determined in the sole discretion of the City, the City reserves the right to repair, clean up, and restore the Facility and the full cost of said repair, clean up, and restoration shall be paid by the User to the City within ten (10) days of receipt of an invoice from the City.

5. **INDEMNITY AND HOLD HARMLESS.**

a. To the extent permitted by Section 768.28, Florida Statutes or the Federal Tort Claims Act, 25 USC 2671, *et seq*, the User does hereby assume all risks and hazards incidental to use and occupation of the Facility and participation in activities and use of facilities of the City and does hereby agree to waive, release, and hold harmless the City, officers, employees, and agents of, from, and against all liability and expense, including reasonable attorneys' fees, in connection with any and all claims, demands, damages, actions, claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent or deliberate act or omission of the User, its officers, employees, agents, or representatives. User's liability hereunder shall include all attorneys' fees and costs incurred by the City in the enforcement of this indemnification provision. This indemnification includes claims made by the employees of the User against the City and the User hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. This provision shall survive the termination of this Agreement and User's use of the Facility and the City's equipment.

b. Nothing contained in the foregoing shall be construed to be a waiver of any immunity or limitation of liability the Parties may be entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

c. User agrees to repair or replace any damage to any real or personal property of the City caused by the actions or omissions of the User, its officers, officials, employees, agents, and participants in the training held at the Facility.

6. **THIRD PARTIES.** User is not permitted to introduce, invite, or allow any third party to the Facility. In the event User does, in fact, invite a third party or utilizes the services of a third party for training purposes, User agrees to indemnify and hold harmless the City from any damage or claims which may result from the acts or omissions of the third party, and said obligation to indemnify and hold harmless shall be subject to the terms of this Agreement. The City reserves the right to deny access to any third party in its sole discretion.

7. **ASSUMPTION OF THE RISK.** Participation in the training and use of the Facility contemplated by the Agreement may carry certain inherent risks or dangers of which a reasonably prudent person should be aware. To that extent, the User acknowledges and agrees and hereby assumes the risks associated with the training activities contemplated herein and the use of said Facility.

8. **TERMINATION.** This Agreement shall remain in full force and effect until terminated by any party hereto. This Agreement may be terminated immediately, without cause by a party hereto upon giving written notice thereof to the other party.

9. **REGULATION COMPLIANCE.** During the performance of the Agreement, User agrees to abide by all administrative, operational, and safety rules and regulations established by the City, its agents, or employees, including but not limited to Fire Department SOPs, during the use and occupation of the Facility by the User. Any breach of any rule or regulation established by the City shall result in an immediate termination of the use of the Facility and, in the City's sole discretion, termination of this Agreement.

10. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by its authorized representatives or persons authorized to execute this Agreement on the day and year first above written.

CITY OF PINELLAS PARK, FLORIDA	[NAME OF USER/AGENCY]
_____ By: Bart Diebold, City Manager	_____ By: _____
Approved as to form: _____ Erica F. Augello, City Attorney	Title: _____

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Exhibit "A"

Dates and times of use:

January 1, 2026 – December 31, 2027 0700hrs - 2300hrs

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of _____ day of _____, 2026, for Clearwater Fire & Rescue to train at the City of Pinellas Park's Fire Training Facility located at 11350 43rd St. N, Clearwater, FL 33762.

Countersigned:

CITY OF CLEARWATER, FLORIDA

Bruce Rector
Mayor

By: _____
Jennifer Poirrier
City Manager

Approved as to form:

Attest:

Melissa Isabel
Senior Assistant City Attorney

Rosemarie Call
City Clerk

Date