

INDEMNIFICATION/ HOLD-HARMLESS AGREEMENT

This AGREEMENT is made this _____ day of _____, 20__ by and between _____ (“Property Owner”) and the Orangeburg DPS Fire Department (OFD).

Property Owner owns property improved with a structure at the following location (“Subject Property”):

Property Owner has offered the Subject Property, including the structure, for use by OFD who seeks to use the property for destructive and non-destructive fire/rescue training exercises involving the use of standard equipment used in firefighting, including water.

Property Owner grants OFD and its employees and agents permission to enter upon the Subject Property for the purpose of conducting fire training activities. The Department agrees to hold harmless and hereby indemnify Property Owner from and against any and all claims, actions, damages, liability and expenses in connection with the loss of life, personal injury and or damage to property arising from or caused by any act or omission of the OFD, its employees, agents, or trainees, at or upon the Subject Property, or by the occupancy or use by the OFD, its employees, agents, or trainees of the Subject Property, or any part thereof.

OFD shall neither hold harmless nor indemnify Property Owner for any such claims for damages or injury arising from or caused by the negligence, contributory negligence, intentional acts or willful acts or omissions of Property Owner, their employees or agents.

The parties understand that neither party to this Agreement shall receive any compensation from the other party.

This Agreement may be terminated by either party at any time and for any reason in writing with thirty (30) days’ notice.

For Orangeburg Department of Public Safety Fire Department:

For Property Owner:

Battalion Chief Jonathan Winningham

Date: _____

Date: _____