



DESTRUCTIVE FIRE DEPARTMENT TRAINING AGREEMENT

This destructive training agreement is made and granted this _____ day of _____, _____, by and between the Southern Marin Fire Protection District and _____ (Owner).

BACKGROUND

Owner owns a structure located at 29 Caledonia Ave, Sausalito CA which is about to be demolished and replaced with a new structure. From time to time the Southern Marin Fire Protection District requires the use of old and dilapidated structures for the purpose of conducting "Destructive Fire Department Training." Such training involves Fire Department personnel entering onto a structure and conducting training sessions using the building. Such sessions involve using axes, saws, and other destructive equipment on the building and causing considerable damage to the building. Inasmuch as the building at 29 Caledonia Ave, Sausalito CA is about to be demolished, _____ (Owner) has consented to allow the Fire Department to conduct Destructive Fire Department training on the building at no cost to the District. Owner understands that by granting this license to the District, he is authorizing the District to enter onto his property and cause considerable damage to it without compensation to be paid to Owner for any damage resulting from such destructive activity.

NOW THEREFORE the parties do agree as follows:

1. Owner hereby authorizes District to enter onto Owner's property at 29 Caledonia ("The Property") for the purpose of conducting destructive fire training on the existing building on the Property. Owner understands that District will cause considerable damage to the building, and Owner specifically authorizes District to cause such damage to Owner's building. Owner shall not be reimbursed by District for any damage done to the building.
2. Except as limited below, District shall indemnify, defend, and hold harmless Owner, Owner's officers, agents and employees for and from any injury or damage to any person or property excepting to the building located at 29 Caledonia Ave, Sausalito CA or to any employee, agent or guest of District, its agents or assigns resulting from the activities of District or its employees' or agents in the use of the Property or the building located thereon pursuant to this License except that District shall not be liable to Owner or to Owner's officers, agents, lender(s) or employees for any damage done to the building located on the Property as a result

Item #: 4B3
Meeting Date: 3-4-08
Page No. 1

of the Property pursuant to this license, or for any injury or damage arising from the activities of owner, its agents, heirs, successor or assigns.

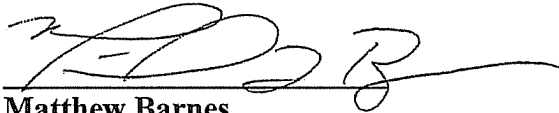
3. At the termination of District's use of the Property pursuant to this License, District shall return to the Property to Owner after having caused significant damage to the building located thereon without need or right of remuneration to Owner from District resulting from such damage or alteration.

EXECUTED this _____ day of _____, _____, in Mill Valley, California.

**Southern Marin Fire Protection District
308 Reed Blvd.
Mill Valley, CA 94941**



**Denis Walsh
Fire Chief**



**Matthew Barnes
Battalion Chief - Training Officer**

Property Owner (Signature)

Print Name

Address

Telephone number