

## SITE RENTAL AGREEMENT

**THIS SITE RENTAL AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the County of Lancaster, a third class county of the Commonwealth of Pennsylvania with an address at 150 North Queen Street, Lancaster, Pennsylvania, 17603 (hereinafter, "Lessor"), and \_\_\_\_\_, an organization more fully described in Exhibit "B", attached hereto and incorporated herein as if fully set forth (hereinafter, "Lessee"), as follows:

**WHEREAS**, Lessor owns and operates the Public Safety Training Center (hereinafter, the "Center") located at 101 Champ Boulevard, Manheim, Pennsylvania, 17545; and

**WHEREAS**, Lessee is a fire department, law enforcement agency, or Emergency Medical Services provider charged with protecting the public safety; and

**WHEREAS**, Lessee wishes to lease the Center to conduct the training exercises outlined in Exhibit "B", attached hereto and incorporated herein as if fully set forth (hereinafter, the "Use").

**NOW, THEREFORE**, the parties hereto do mutually agree as follows:

1. **LEASED PREMISES.** Lessor does hereby lease to Lessee and Lessee does hereby take from Lessor the Center for the use and upon the terms and conditions set forth in this Agreement.
2. **USE AND ACCESS.** The Center shall be used by Lessor in accordance with the description attached hereto as Exhibit "B".
3. **TERM.** The term of this Agreement shall be for a period of one (1) year commencing on \_\_\_\_\_, 2017.
4. **REIMBURSEMENT.** Lessee agrees to reimburse Lessor for the cost of all consumable items supplied by Lessor and used by Lessee to conduct training exercises at the Center. Reimbursement in full is due within thirty (30) calendar days of the date of the training exercise.
5. **CONDITIONS OF USE:**
  - a. Lessee agrees to comply with the Center's "Rules and Regulations," attached hereto and incorporated herein as if fully set forth as Exhibit "C".
  - b. All directional signs placed on Lessor's property must be removed at the conclusion of each Use.
  - c. Lessee agrees to pay for all damages to the Center, or to any of the equipment owned or maintained by the Center, caused by Lessee's negligence, misuse or neglect.

6. INDEMNIFICATION. Lessee, its heirs, successors and assigns shall indemnify Lessor, its Commissioners, officers, employees, representatives, and agents, and hold harmless of and from all claims, demands, costs, expenses, damages, liabilities, judgments, fines, penalties and losses, of any nature, including reasonable attorney's fees and costs, arising from or relating to Lessee's use of the Center, whether caused by or contributed to by Lessor or any other indemnified herein, except insofar as the injury, lawsuit or claim was caused by the negligence of Lessor. Lessee acknowledges that Lessor is not responsible for any loss, liability, claims, damages, or expenses, including any attorney's fees or costs, resulting from or arising out of any violation of law on the part of third persons causing damage to Lessee or its employees or subcontractors in connection with the Use, and Lessee shall hold Lessor harmless and indemnify Lessor in connection therewith.
7. INSURANCE REQUIREMENTS FOR COUNTY CONTRACTS. Lessee, at its sole cost and expense, shall maintain: (i) commercial general liability insurance and automobile liability (if such exposure exists) against any claims for bodily injury, death, or property damage, (ii) workers' compensation insurance to the extent necessary under applicable law, (iii) professional liability insurance (if such exposure exists) in such amounts to afford minimum protection per occurrence as described below, and for such risks as Lessor may from time to time deem reasonably necessary, and (iv) such other insurance, in such amounts and against such risks, as is commonly obtained in the case of providers of services in Pennsylvania similar to the services provided by Lessee. All policies of insurance, including policies for any amounts carried in excess of the required minimum, shall be written by companies of recognized financial standing legally qualified to issue such insurance with an AM Best Rating of B+ or higher (or similar Insurance Company Rating Organization), and shall be maintained continuously in full force and effect.

Minimum Liability Insurance Requirements:

General Liability:	2,000,000 General Aggregate	
	\$2,000,000 Products Completed/Operations Aggregate	
	\$1,000,000 Personal & Advertising Injury	
	\$1,000,000 Each Occurrence	
	\$ 5,000 Medical Expense (any one person)	
Auto Liability:	\$1,000,000 Combined Single Limit	
Workers' Compensation:	Statutory	
Employers' Liability:	Bodily Injury by Accident	\$100,000.00 Each Accident
	Bodily Injury by Disease	\$100,000.00 Each Employee
	Bodily Injury by Disease	\$500,000.00 Policy Limit
Umbrella Liability:	\$1,000,000	
Professional Liability:	\$1,000,000	

8. GENERAL REQUIREMENT FOR INSURANCE. Except as otherwise approved by Lessor in writing, the following provisions shall apply to each and every policy of insurance which Lessee is required hereunder to carry:
- a. The form, amount and coverage of each policy, and the insurer under each policy (which must be duly licensed in Pennsylvania), shall be subject to Lessor’s approval;
  - b. Lessee shall cause each insurance carrier to deliver its certificate of insurance to Lessor and to any other party designated by Lessor, certifying the applicable insurance provisions herein required (i) upon the execution hereof, and (ii) at any other time upon Lessor’s request;
  - c. At least thirty (30) days prior to the expiration of each policy, Lessee shall provide Lessor with certificates (or copies of policies) of renewal or replacement policies; in the event of non-renewal or cancellation or material change in coverage, a sixty (60) days’ notice of such action shall be sent via certified mail to Lessor;
  - d. Lessee shall not permit any condition to exist and shall not commit any act or omission, which would wholly or partially invalidate any insurance;
  - e. “County of Lancaster” shall be endorsed as an additional insured on all policies, except workers’ compensation and professional liability;
  - f. The requirements described above are also applicable to any and all sub-contractors hired by Lessee to assist in conducting training exercises at the Center.
9. TERMINATION OF AGREEMENT. Lessor shall have the right to terminate this Agreement in the event that Lessee breaches any of the terms or conditions of this Agreement; provided, however, that Lessor shall provide Lessee with thirty (30) days’ written notice of Lessee’s alleged breach of this Agreement; and provided, further, that Lessee shall be entitled to those thirty (30) days to correct any alleged breach of this Agreement.

**IN WITNESS WHEREOF**, Lessor and Lessee have executed this Agreement as of the date above first written, intending to be legally bound hereby.

**ATTEST:**

**LESSOR – County**

\_\_\_\_\_  
Name Date

\_\_\_\_\_  
Name/Title

**ATTEST:**

**LESSEE – Emergency Services Organization**

\_\_\_\_\_  
Name Date

\_\_\_\_\_  
Name/Title Date