



# City of Seattle

ACQUIRED STRUCTURE TRAINING – HOLD HARMLESS

Date

Deputy Chief Melissa Kennedy, Chief of Training  
Seattle Fire Department Training Division  
City of Seattle Joint Training Facility  
9401 Myers Way South  
Seattle, WA 98108

Dear Chief Kennedy,

Subject to the following terms and conditions,  hereby grants the Seattle Fire Department (“SFD”) permission to use the building (the “Property”) for training purposes located at:

Training will begin . This date is subject to change at Owner’s direction, and must be verified with Owner’s representative, prior to training commencing.

The following is a review of the agreement regarding this building:

- SFD will be responsible for any injuries to its personnel.
- SFD’s training will consist of destructive training (including cutting ventilation holes in roofs), building construction principles, and search and rescue
- SFD has inspected the Property and has acquainted itself with the current condition of the Property. SFD acknowledges that it is not relying on Owner or any of Owner’s officers, directors, employees, agents, representatives or any other person or entity acting on behalf of Owner regarding any representations, warranties or agreements as to any matters concerning the Property or the present use thereof or the suitability for SFD’s intended use of the Property. SFD acknowledges and agrees that Owner has not made, does not make and specifically disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to the Property including, without limitation, (a) the nature, quality or physical condition of the Property, (b) the construction of the improvements and whether there exists any construction defects therein, or (c) the suitability of the Property for the training activities.

- SFD will be responsible for closing up the building(s) to illegal entry after each day's use.
- Owner acknowledges that SFD may cease training activities and vacate the buildings at any time, and for any reason, by order of the Chief of Training.
- Pursuant to the attached letter dated January 1, 2020, the City of Seattle is self-insured and does not carry commercial liability insurance coverage. Under the terms of the self-insurance program, the City will have liability insurance coverage for all activities of its employees and agents related to the exercises at the Property.
- To the maximum extent allowed by law, including R.C.W. 35.32A.090 SFD agrees to indemnify, hold harmless, and defend Owner, its officers, agents, and employees and their respective affiliates, owner (parent) companies, directors, officers, employees, agents and other representatives (collectively, the "Indemnified Parties"), from and against any third-party claims, demands, and causes of action (together with any legal fees and other costs and expenses incurred by the Indemnified Parties in connection therewith) (collectively "Claims"), caused by the training activities or any entry by SFD (or its officers, agents, or employees) on the Property, except to the extent such Claims are caused by the negligence or willful misconduct of the Indemnified Parties. The City's obligations under this indemnity provision are subject to having sufficient budget authority at the time the obligations must be fulfilled; provided, however, the Indemnified Parties shall not be prohibited from asserting amounts in subsequent years if at any time an obligation becomes due that is not sufficiently budgeted for in such year unless prohibited by the applicable statute of limitations.
- SFD voluntarily waives, releases, relinquishes, and forever discharges any claim, action, liability, damage, loss, demand or cause of action for personal injury, property damage or otherwise, against the Indemnified Parties which may hereafter arise in any way from the training activities or entry on the Property, to the fullest extent permitted by law. Under no circumstances shall SFD prosecute or present any claim against any Indemnified Party for any action, liability, damage, loss, demand or cause of action, whether the same shall arise by the negligence or non-intentional conduct of any Indemnified Party or otherwise, to the fullest extent permitted by law
- Owner certifies that there is no property damage insurance coverage on the buildings which in any way restricts the right of Owner to permit the building to be destroyed.

- Owner acknowledges that final cleanup of the Property following the training will be the responsibility of Owner.
- Owner acknowledges that the buildings will be deemed unusable after SFD training begins.
- SFD has no obligation to demolish the buildings.

Sincerely,