



# CITY OF WILMINGTON - FIRE SAFETY HOUSE

## RESERVATIONS

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The Fire Safety House may be reserved and used only by governmental entities of Clinton County, Ohio which employ firefighters that have been fully trained in the safe operation of the Fire Safety House.

Reservations are taken beginning every January for the current year by phoning 382-5458 or emailing [adminassistant@wilmingtonoh.org](mailto:adminassistant@wilmingtonoh.org). Reservation is not complete until all required forms have been completed and accepted by the City of Wilmington.

## DEFINITIONS

“User” means the governmental entity or that has reserved the Fire Safety House.

“Event” means the activity for which the Fire Safety House has been reserved.

## RULES AND REGULATIONS

All Users of the Fire Safety House shall comply with the laws of the State of Ohio, the City of Wilmington, and the following rules set forth by the City of Wilmington:

1. The Fire Safety House shall not be altered in any way.
2. Users, and not the City of Wilmington, are solely responsible to see that the Event is properly controlled and supervised. The Fire Safety House shall at all times be under the direct supervision of a firefighter that has been fully trained by the manufacturer (or an otherwise authorized trainer) in the safe operation of the Fire Safety House.
3. The User, and not the City of Wilmington, shall be solely responsible and liable for all persons who enter the Fire Safety House during the Event. The User shall provide the City of Wilmington with a certificate of insurance evidencing liability protection of not less than \$1,000,000 per occurrence, with the City of Wilmington shown as additional insured. The following language should be included on this certificate, along with the date/time of your event and a brief description.

*The following are Additional Insureds: The City of Wilmington, Ohio and its elected and appointed officials, all employees and agents, volunteers, all boards, commissions and/or authorities and board members, including employees, agents and volunteers thereof. Coverage shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds whether other available coverage be primary, contributing or excess.*

4. The User shall be responsible for any and all any damage to the Fire Safety House during the period of use.
5. The User shall provide a detailed Event schedule to the City of Wilmington at least one month prior to the Event. Such schedule shall specify, at a minimum, the specific planned use of the Fire Safety House and the name of each trained firefighter that will have supervisory responsibility for the Fire Safety House.
6. The City of Wilmington Fire Department will locate the Fire Safety House at the Event site. The User shall not move or relocate the Fire Safety House.
7. A Relocation Fee of \$\_\_\_\_\_ shall be charged to relocate the Fire Safety House after the initial setup.
8. The User, and not the City of Wilmington, shall be solely liable for any personal injury or property damage arising from the use, delivery, relocation, set-up, tear down, or removal of the Fire Safety House for the entire time of use.
9. The use of staples, nails or any type tape or adhesive is not permitted on the Fire Safety House.

#### **DELIVERY AND SET-UP**

1. The User shall have a representative present at the site of the Event one (1) month prior to use to meet with a representative of the Wilmington Fire Department (the “WFD Representative”). At that meeting the User shall provide the WFD Representative with a planned route for delivery of the Fire Safety House. The WFD Representative shall have absolute discretion to determine if the planned route is adequate, to amend such plan, or determine that no adequate route exists for the delivery of the Fire Safety House to the proposed Event site.
2. The User shall have a representative present at the site of the Event at the time the Fire Safety House is scheduled to arrive. This representative shall accept delivery of the Fire Safety House.
3. City of Wilmington employees are not responsible for and will not assist in set-up of any equipment other than the Fire Safety .

#### **CANCELLATION**

1. In the event cancellation is necessary, please notify the City of Wilmington as soon as possible.
2. In the event of cancellation without notice prior to delivery of the Fire Safety House, the User shall be responsible for payment in full of the Relocation Fee.
3. If for any reason, the City of Wilmington Fire Department is unable to deliver the Fire Safety House, the User releases the City of Wilmington from any and all liability for failure to deliver or otherwise make the Fire Safety House available.

# REQUEST FOR RESERVATION OF THE FIRE SAFETY HOUSE

## **GENERAL INFORMATION**

Governmental Entity: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Address: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## **EVENT INFORMATION**

Name of Event: \_\_\_\_\_

Address of Event: \_\_\_\_\_

Event Date(s): \_\_\_\_\_

Set-up Time: \_\_\_\_\_ Set-up Day: \_\_\_\_\_

Take-down Time: \_\_\_\_\_ Take-down Day: \_\_\_\_\_

Set-up location of Fire Safety House (include direction to face, special instructions, etc.):

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**THE UNDERSIGNED REPRESENTS THAT:**

HE OR SHE HAS BEEN DULY AUTHORIZED TO BIND THE USER TO THE CITY OF WILMINGTON'S RULES AND REGULATIONS FOR RESERVING AND USING THE FIRE SAFETY HOUSE.

THE USER OR ITS DESIGNATED OFFICIAL HAS READ AND FULLY UNDERSTANDS AND AGREES TO BE BOUND THE TERMS AND CONDITIONS OF THE CITY OF WILMINGTON'S RULES AND REGULATIONS FOR RESERVING AND USING THE FIRE SAFETY HOUSE.

THE USER ACCEPTS SOLE RESPONSIBILITY AND LIABILITY FOR ANY AND ALL DAMAGE TO THE FIRE SAFETY HOUSE, ITS COMPONENTS AND ANY CITY EQUIPMENT USED TO MOVE THE FIRE SAFETY HOUSE DURING THE TERM OF THE USER'S POSSESSION OF THE FIRE SAFETY HOUSE.

THE USER ACCEPTS SOLE RESPONSIBILITY AND LIABILITY FOR ANY AND ALL DAMAGES WHATSOEVER (WHETHER TO PERSONS OR PROPERTY) THAT MAY IN ANY WAY ARISE FROM THE USER'S POSSESSION AND USE OF THE FIRE SAFETY HOUSE.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Governmental Entity: \_\_\_\_\_

**City of Wilmington, Ohio- Office Use Only**

Received by: \_\_\_\_\_

Title: \_\_\_\_\_

Approval Date: \_\_\_\_\_

Copied to WFD: \_\_\_\_\_

**SELF-INSURANCE**

The State of Ohio is Self-Insured for the indemnification of its officers and employees in the maximum aggregate amount of one million dollars per occurrence in accordance with O.R.C Section 9.87.

*Updated 8/3/2018*