



Clinton County EMA / LEPC Tent Agreement

This agreement entered into by and between the Clinton County Emergency Management Agency (Hereinafter "EMA") and _____ (Hereinafter "Borrower") for the use of _____ 10' x 10' pop-up tents (Hereinafter the "Tents") for:

_____.

Borrower shall have use of the Tents beginning on the _____ day of _____, 202__ and to be returned by Borrower to the EMA on or before the _____ day of _____, 202__. EMA agrees to loan the Tents and if available, assist in the setting up of the Tents, provided a representative is available to show the placement of the Tents. The borrower agrees to use the Tents and keep them in a safe place, free from any damage or possible injury to all people. The Borrower further agrees to return the Tents in the same condition as they received them. The Borrower accepts full responsibility of the Tents until which time the EMA receives them back. This includes any wind damage. The EMA will not be held liable for any injury to Person(s) or Property from the Tents while they are in the Borrower's possession as dated above.

Further, Borrower shall indemnify, defend and hold harmless the EMA, Clinton County, its Agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or in part by Borrowers use of the Tent(s), or otherwise related to any of the subject matter in this agreement. The assets listed in this agreement are subject to immediate recall during a disaster or emergency without delay by the Borrower.

By signing below, all parties agree to all of the terms as described in this agreement.

For EMA:

Sign Thomas Breckel, Director

Date _____

Borrower:

Sign _____

Date _____

Sign _____

Date _____