



Clinton County EMA / LEPC FRS Radio Kit Agreement

This agreement entered into by and between the Clinton County Emergency Management Agency (Hereinafter "EMA") and _____ (Hereinafter "Borrower") for the use of COM-01 FRS Radio Kit containing ten (10) radios and charging cables and mic/earbuds (Hereinafter the "Radios") for:

_____.

Borrower shall have use of the Radios 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 Radios **and if** available, assist in the setting up of the Radios, **p**rovided a representative is available to show operation of the Radios. The **b**orrower agrees to use the Radios and keep them in a safe place, free from any damage, loss/theft, misuse or FCC use violations, or possible injury to all people. The Borrower further agrees to return the Radios in the same condition as they received them. The Borrower accepts full responsibility of the Radios until which time the EMA receives them back. The EMA will not be held liable for any injury to Person(s) or Property from the Radios 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), **o**r 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 _____