



## Clinton County EMA / LEPC Light Tower Agreement

This agreement entered into by and between the Clinton County Emergency Management Agency (Hereinafter "EMA") and \_\_\_\_\_ (Hereinafter "Borrower") for the use of \_\_\_\_\_ Portable Generator/ Light Tower(s) (Hereinafter the "Lights") for:

\_\_\_\_\_.

Borrower shall have use of the Lights 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 Lights and if available, assist in the setting up of the Lights, provided a representative is available to show the placement of the Lights. The borrower agrees to use the Lights and keep them in a safe place, free from any damage or possible injury to all people. The Borrower further agrees to return the Lights in the same condition as they received them to include re-fueling of unit(s) prior to them being returned. The Borrower accepts full responsibility of the Lights until which time the EMA receives them back. This includes any damage and/or any and all fluids that the unit(s) use. The EMA will not be held liable for any injury to Person(s) or Property from the Lights 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 Light(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 \_\_\_\_\_