

INDEMNIFICATION/ HOLD-HARMLESS AGREEMENT

(Contract No. _____)

This AGREEMENT is made this _____ day of _____, 20__ by and between _____ (“Property Owner”) and Montgomery County, Maryland, a body corporate and political and a subdivision of the State of Maryland (“County”). Montgomery County Fire and Rescue Service (“MCFRS”) is a County agency pursuant to Montgomery County Code, §2-39A.

Property Owner owns property improved with a structure at the following location (“Subject Property”):

Property Owner has offered the Subject Property, including the structure, for use by MCFRS. MCFRS seeks to use the property for destructive and non-destructive fire/rescue training exercises involving the use of standard equipment used in firefighting, including water.

Property Owner grants MCFRS and its employees and agents permission to enter upon the Subject Property for the purpose of conducting fire training activities. The County agrees to hold harmless and hereby indemnify Property Owner from and against any and all claims, actions, damages, liability and expenses in connection with the loss of life, personal injury and or damage to property arising from or caused by any negligent act or omission of the County, its employees, agents, or trainees, at or upon the Subject Property, or by the occupancy or use by the County, its employees, agents, or trainees of the Subject Property, or any part thereof.

The County shall neither hold harmless nor indemnify Property Owner for any such claims for damages or injury arising from or caused by the negligence, contributory negligence, intentional acts or willful acts or omissions of Property Owner, their employees or agents. Furthermore, the County's obligation hereunder is subject to and contingent upon Property Owner providing to the County notice of any and all claim(s) upon which Property Owner will rely on this indemnification, within one (1) year of learning of the claim(s).

The Parties further agree and understand that the County's combined liability, both independent of and under this agreement, for any claims that arise from the fire/rescue training exercises, shall be limited to the types of liability and the maximum damage amounts established in the Local Government Tort Claims Act, Section 5-301, *et seq.*, Courts & Judicial Proceedings Article, Annotated Code of Maryland (“LGTCA”). Accordingly, the maximum amount of loss or damage covered by this indemnification is \$400,000 per an individual claim and \$800,000 in the aggregate for any and all claims that arise from the same occurrence.

This indemnification is limited by the LGTCA notice requirements. The parties have accepted the terms and conditions of this Indemnification Hold-Harmless Agreement by signing below.

The indemnity obligations of the County hereunder are expressly conditioned upon future appropriation of funds by the Montgomery County Council pursuant to Section 311, Charter of Montgomery County, Maryland.

The parties understand that neither party to this Agreement shall receive any compensation from the other party.

This Agreement may be terminated by either party at any time and for any reason in writing with thirty (30) days' notice.

This Agreement shall be governed and construed in accordance with the laws of the State of Maryland.

For Montgomery County, Maryland:

For Property Owner:

Interim Fire Chief Gary Cooper
Montgomery County Fire and Rescue

Date: _____

Date: _____

Richard Madaleno
Chief Administrative Officer
Montgomery County, Maryland

Date: _____

Approved as to form and legality:

Elizabeth Haynos
Associate County Attorney

Date: _____