



FIRE TRAINING PROPERTY USE AGREEMENT AND RELEASE (DESTRUCTIVE)

This Fire Training Property Use Agreement and Release ("**Agreement**") is effective as of the date of last signature below, and is between the City of Everett, a Washington municipal corporation (the "**City**"), and the person identified as Owner below ("**Owner**"). In consideration of the covenants, terms and conditions set forth below, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Owner agree as set forth below:

1. BASIC PROVISIONS.

Owner	Everett Housing Authority	
	3107 Colby Ave.	
	Everett, WA 98201	
	Owner Contact Person:	Mary Swenson Executive Director marys@evha.org
Start Date	April 1, 2024	
End Date	December 31, 2024	
Property	Single family homes on Popular, Larch, Hemlock, and Fir street between 13 and 14 street	
City Fire Department Contact	DC Matthew Sorenson	
	City of Everett – Fire Department Training Division	
	2801 Oakes Ave.	
	Everett, WA 98201	
	msorenson@everettwa.gov	

2. **PURPOSE AND BACKGROUND.** The Owner is the owner of the Property. The structure(s) on the Property will be demolished soon by Owner. The City wants to use the Property for fire training purposes. The Owner has agreed to allow this and understands that the structures on the Property may be damaged or destroyed by the training.

3. **PERMISSION.** The Owner hereby grants permission to the City's fire department to enter upon the Property and use the Property for fire training purposes. This permission is effective as of the Start Date and terminates on the End Date. The contact persons listed above may adjust these dates if mutually agreed in writing.


4. **CITY RELEASE.** The Property is "AS-IS." The City is responsible for its own safety and the safety of the training. The Owner makes no warranties about the Property or about whether it is appropriate for the fire training. The City accepts all risks in using the Property. The City releases the Owner from all claims relating to the City's use of the Property under this Agreement, including without limitation claims for property damage and/or personal injury. The City understands that the Owner is entering into this Agreement and allowing the training in reliance on this release.

5. **OWNER RELEASE.** The Owner understands the Property may be damaged and/or destroyed by the City's training use. This includes without limitation damage to the interior and exterior of structures. The Owner releases the City from all claims relating to the City's use of the Property under this Agreement, including without limitation claims for property damage and/or personal injury. The Owner understands that the City is selecting the Property as the training site and entering into this Agreement in reliance on this release.

6. **OTHER PROVISION/SIGNATURE.** This is the entire agreement of the parties on the City's training use of the Property for the time periods described in Section 1 above and supersedes any other agreement, written or oral. No amendment of this Agreement is effective unless in writing and signed by both parties, with the Mayor signing for the City and an Owner-authorized representative signing for the Owner. AdobeSign signatures are fully binding.

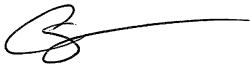
[signatures on following page]

OWNER:
EVERETT HOUSING AUTHORITY

Signature:  _____


Name of Signer: Mary Swenson
Title of Signer: Executive Director

CITY OF EVERETT:

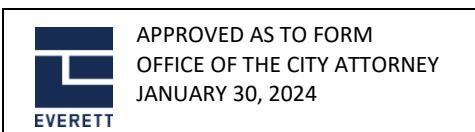


Cassie Franklin, Mayor

Attest:



Office of the City Clerk













2024 Fire Training EHA Property Use Agreement (DESTRUCTIVE)_9.30_SD

Final Audit Report

2024-10-07


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 Agreement completed.

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