

## AGREEMENT

**THIS AGREEMENT** is between the Imperial Order of Fire and Brimstone Ltd (hereinafter referred to as "Vulcans") located at 2050 Delaware Avenue #327, West Saint Paul, Minnesota, MN 55075 and the City of Saint Paul, Minnesota (hereinafter referred to as "Saint Paul"),

**WHEREAS**, Saint Paul and Vulcans wish to detail the terms of use of the Saint Paul Fire Department's training facility at 1683 Energy Park Drive, Saint Paul, Minnesota by Roseville.

**WHEREAS**, the parties have hereinafter set forth the terms of said use by the Vulcans.

**NOW, THEREFORE**, it is hereby agreed by and between the parties as follows:

1. By prior arrangement with Saint Paul Fire Chief, the Vulcans may use the Saint Paul Fire Department training facilities located at 1683 Energy Park Drive, Saint Paul, Minnesota.
2. The Vulcans will pay St Paul:
  - a. \$200.00 per hour for four hours. Total amount due \$800.00
3. The Fire Department will provide one (1) fire engine, four (4) fire personnel, and three (3) active fire cans inside the burn building. The Fire Department personnel will extinguish the fire. No untrained personnel will enter the burn building while the fire is burning.
4. The Vulcans agree to defend, indemnify and hold harmless Saint Paul and the Saint Paul Fire Department from any claims made against them resulting from the use of the training facilities by the Vulcans as described in this agreement, except for any claims resulting from negligence on the part of Saint Paul or the Saint Paul Fire Department. The Vulcans will pay Saint Paul's reasonable attorney's fees, costs, and disbursements incurred as a result of any claims brought from said use, except for any claims resulting from negligence on the part of Saint Paul or the St. Paul Fire Department. Nothing in this Agreement shall constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes Chapter 466 or a waiver of any available immunities or defenses.
5. This Agreement shall commence on January 25, 2014 and shall expire on January 25, 2014 ("Expiration Date"). Notwithstanding the foregoing, either party shall have the right to cancel the Agreement before the Expiration Date by giving the other party written notice of such cancellation at least sixty (60) days prior to the date of such cancellation.
6. Any notice to be given by either party upon the other under this Agreement shall be properly given: a) if delivered personally to the Saint Paul Fire Chief if such notice is to be given to Saint Paul, or if delivered personally to the Vulcans if such notice is to be given to the Vulcans, b) if mailed to the other party by United States registered or certified mail, return receipt requested, postage prepaid, addressed in the manner set forth



