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.
- 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

below, or c) if given to a nationally, recognized, reputable overnight courier for overnight delivery to the other party addressed as follows:

If to Saint Paul;

Saint Paul Fire Department Attn: Fire Chief Tim Butler

645 Randolph Avenue Saint Paul, MN 55102

If to the Vulcans:

2013 Vulcan Krewe

Attn: Todd Miller 7059 38th Street North Oakdale, MN 55128

Notices shall be deemed effective on the date of receipt if given personally, on the date of deposit in the U.S. mails if mailed, or on the date of delivery to an overnight courier if so delivered; provided, however, if notice is given by deposit in the U.S. mails or delivery to an overnight courier, the time for response to any notice by the other party shall commence to run one business day after the date of mailing or delivery to the courier. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner specified above, 10 days prior to the effective date of such change.

7. The Vulcans will be responsible for any and all required cleanup required as a result of this usage. The Vulcans will clean the training facilities to the satisfaction of Saint Paul Fire including the removal of all debris.

IN WITNESS WHEREOF we have hereunto set our hands hereto as of this date December 26, 2013.

City of Saint Paul	Vulcans
	Marin T (monly
Timothy Butler, Saint Paul Fire Chief	Name //
·	Prasident Fixa , Brimstana
City Attorney	Title
	Lafolance
Director of Financial Services	Name
	VP Firet Brimstone
	Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/27/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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Imperial Order of Fire &			INSURER C:						
Brimstone Ltd 2050 Delaware Ave. #327			INSURER D:						
West St. Paul MN 55075					INSURER E:				
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