Memorandum of Agreement for Loaned Equipment

This Memorandum of Agreement (“the Agreement”) is made between the Department of Fire Services, Fire Safety Division (“FSD”), an agency of the Commonwealth of Massachusetts whose address is One State Road, Stow, MA 01775, and Hopedale (“the City” / “the Town”) on behalf of the Fire Department.

Whereas the City/the Town wishes to borrow the **Sprinkler Trailer** (“Equipment”) from FSD for use by the Fire Department in the City/Town of Hopedale and FSD has agreed to loan the equipment for the sole purpose of training the members of the fire department; and whereas the loan serves a public purpose and promotes the interest and safety of the public.

Now, therefore, the City/the Town and FSD agree as follows:

**I. Terms** **& Conditions**

1. The loan period shall begin on **5/13/2019** at **8:00:00 AM** and shall end on **5/17/2019** at **5:00:00 PM**.
2. Provisions for the pickup and return of the **Sprinkler Trailer** shall be at the direction of the Director of FSD. Only state employees may operate state owned vehicles, pursuant to the policy and procedures of the Office of Motor Vehicle Management, as promulgated under the authority of M.G.L. c. 30, § 36 and M.G.L. c. 7, §§ 4A, 9A and 22. Therefore only assigned FSD employees shall transport, move, locate on site and stabilize the equipment. The Department of Fire Services will arrange for delivery and return of the unit by a qualified DFS staff member.
3. The City/the Town shall be responsible for any damages, loss or theft of the equipment. Any damages, loss or theft must be reported to FSD immediately upon discovery. The cost of repair and/or replacement of items damaged, lost or stolen while in the custody of the City/the Town will be invoiced and payable immediately to FSD at the conclusion of the loan period.

d. The equipment shall be used only by members and officials of the fire department in the

city/town of **Hopedale**. Use of equipment by third parties, outside vendors or private contractors is strictly forbidden.

1. There must be a department staff member who has been qualified by FSD as an instructor.

This individual, once approved by the Director of FSD, shall be responsible and present at all times for conducting all training sessions where the equipment is in use.

**II. Integration Clause**

1. This agreement represents the entire agreement between the parties and supersedes all prior agreements, oral or written. No amendment to this agreement shall be effective unless signed by both parties and no assignment shall be permitted unless consulted to by FSD.

**III. Agency Liability**

1. FSD shall use reasonable good faith to fulfill its obligations under this agreement and shall not be liable for any actions taken or omitted in connection with this agreement.

**IV. Indemnity Clause**

a. The City/the Town agrees to indemnify and hold harmless the Commonwealth of Massachusetts and the Department of Fire Services, its agents and/or employees from any and all claims or actions for personal injury or death arising out of the use and operation of the equipment.

Executed as a sealed instrument by the parties hereto as of the date first above written.

**For the Department of Fire Services, Fire Safety Division:**

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Paul Vigneau, Director

**For the City/Town of Hopedale**

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature

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Name Title