



*The Commonwealth of Massachusetts*  
*Executive Office of Public Safety and Security*  
*Department of Fire Services*



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PETER J. OSTROSKEY  
STATE FIRE MARSHAL

**Memorandum of Agreement  
for the Side By Side Sprinkler Demonstration Trailer**

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 the City/Town of \_\_\_\_\_ (“City/Town Name Here”) on behalf of its Fire Department.

Whereas \_\_\_\_\_ wishes to borrow the **Side by Side Sprinkler Demonstration Trailer** (“Equipment”) from FSD for use by the Fire Department of \_\_\_\_\_ and FSD has agreed to loan the Equipment to \_\_\_\_\_ for the sole purpose of serving the public and promoting the interest and safety of the public.

Now, therefore, \_\_\_\_\_ and FSD agree as follows:

**I. Terms & Conditions**

a. The loan period shall begin on **Date at Time** and shall end on **Date at Time**.

a. Provisions for the pickup and return of the Equipment 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.

b. \_\_\_\_\_ 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 DFS employees and officials of the fire department in \_\_\_\_\_. Use of Equipment by third parties, outside vendors or private contractors is strictly forbidden.

e. 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 the session where the Equipment is in use.

**II. Integration Clause**

a. 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**

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

**IV. Indemnity Clause**

a. \_\_\_\_\_ 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 of any kind or nature 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 \_\_\_\_\_**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title