

Craven County Law Enforcement Officers Association (CCLEOA)

FACILITIES LEASE AGREEMENT/CONTRACT AND LIABILITY REQUIREMENTS

WHEREAS, in return for use of any facilities to include buildings, ranges, equipment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the lessee agrees to the following:

The lessee agrees to indemnify, hold harmless and defend the CCLEOA and any of its Executive Board or Members (hereinafter the "CCLEOA"), from any and all fault, liabilities, costs, expenses, claims, demands or lawsuits arising out of, related to or connected with any activities conducted on the land, ranges, buildings, equipment and premises (hereinafter the "Premises") used in connection with the lease or contracted for such use by the lessee or his participants/guests. Furthermore, the lessee agrees to abide by the following requirements prior to and during use of any of the Premises:

- Lessees/instructors conducting training under the lease shall provide liability insurance should any claim, demand or lawsuit arise or be asserted in any way whatsoever related thereto and indemnify, hold harmless and defend the CCLEOA from any and all costs, expenses, or liability incurred in connection with any such claim, demand or lawsuit, including attorney's fees.
- All participants including the lessee and all observers, attendees, or guests shall read, agree to, and sign the CCLEOA "RELEASE, WAIVER, INDEMNIFICATION, HOLD HARMLESS AND ASSUMPTION OF THE RISK AGREEMENT" whether conducting training or attending a recreational or other event.
- The lessee agrees to use due diligence and follow range rules and all safety regulations in connection with the use of the Premises and to repair or replace any of the premises damaged by any and all actions whether conducted under his direct or indirect supervision of participants, observers, attendees or guests. Any repairs or replacements of damaged Premises shall be conducted and completed in compliance with and approval of the CCLEOA.
- The lessee agrees to clean any and all Premises used by the lessee and his participants, observers, attendees or guests during and after his lease to the satisfaction of the CCLEOA.

The lessee hereby expressly assumes the risk and liability from the lease and use of the Premises by any and all participants, observers, attendees or guests under his direct or indirect supervision whether or not those persons are participating in the training, recreational or other event.

The lessee furthermore hereby acknowledges and agrees that he has received, read, understands and will at all times abide by all CCLEOA range rules and by-laws.

This instrument binds the lessee his executors, administrators, assignees or heirs.

Date of
Lease _____

Signed _____ Date _____

Printed Name _____

CCLEOA Executive

Officer _____ Date _____