

# RESIDENT RESIDENCE AGREEMENT

This agreement is entered into between McLane/Black Lake Fire Department hereafter referred to as "District" and \_\_\_\_\_ here after referred to as "Resident".

The District has residential facilities available at Station \_\_\_\_\_ and has determined that it would improve emergency services to the area served by the station to have a fire fighter reside at the station.

In consideration of the benefits to be received by each of the parties it is agreed as follows:

1. **PREMISES.** The District agrees to provide to the Resident living quarters located at the Districts Station \_\_\_\_\_ which shall be the Residents principle and primary place of residence.
2. **UTILITIES.** The District agrees to provide all utilities.
3. **CARE OF PREMISES.** The Resident agrees to keep the premises in a clean and good condition and shall not make any alterations to the premises without the written consent of the District.
4. **RULES AND REGULATIONS.** The Resident agrees to abide by the rules and regulations of the District relating to the use of facilities and amendments to such rules and regulations as may from time to time be enacted by the District. A copy of *PPG #2802 Resident Firefighter Program* will be provided to the Resident at the time of execution of this agreement.
5. **RELEASE.** The Resident releases the District from liability for any injury to the Resident or from the liability for injury to or loss or destruction of the Residents personal property or possessions resulting from any cause whatsoever while the Resident resides in the facilities furnished by the District.
6. **TERMINATION OF RESIDENCY.** In the event of the termination of the resident program or in the event of the termination of the Resident as a District firefighter for any reason, the Resident agrees to vacate the premises and remove all possessions from the premises within fifteen (15) days after notification of termination by the District.
7. **STATUS OF RESIDENT.** The Resident recognizes the relationship between the District and the Resident is not the normal landlord-tenant relationship. The District in providing the residence at the District station is exercising a governmental rather than a proprietary function. Permission to reside in District housing is granted for the convenience and needs of the District and not of the Resident. The Resident recognizes that by residing in District housing an expectation of privacy does not exist. The District reserves the right to search dormitory and work areas for work-related purposes, including suspected misconduct.
8. **PERSONAL PROPERTY LOSS**  
It is understood by the resident that any loss of personal property and /or effects are the sole responsibility of the resident. The District expresses no assurances regarding protection of personal property and does not maintain insurance coverage to provide for personal property loss.
9. **SERVICE OF RESIDENT.** The Resident agrees to provide normal and regular maintenance of the grounds at the station and residence as assigned, to provide surveillance and security at the station site and to provide emergency response services. The Resident (or Residents if more than one) also agrees to conduct apparatus checks as required by the District and to keep all apparatus in a clean condition. The Resident further agrees to maintain all required training, participate in at least two duty non-compensable shifts per month (48 hours) to compensate the district for the room, and serve 4 shifts (96 hours) of duty shifts compensable in accordance with PPG#2860 for a total of six (6) shifts per month totaling 144 hours. These shifts must be scheduled in advance and the hours listed should be considered an aggregate total and do not necessarily need to be worked in 12 or 24 hour shifts.

10. **NON-LIABILITY OF DISTRICT.** This agreement is made on the express condition that the District shall be free from all liabilities and claims for damages and suit for or by reason of any injury or injuries to any person or persons or property of any kind whatsoever, whether the personal property of the Resident, his family, or third person, from any cause or causes whatsoever, except for injuries or damages arising from the negligence of the District, its agents or employees, while in or on said premises or any part thereof during the term of this agreement or occasioned by any occupancy or use of the premises or any activity carried on by the Resident in connection therewith. The Resident hereby covenants and agrees to indemnify and save harmless the District from all liabilities, charges, expenses, attorneys fees and costs on account of or by reason of any such injuries, liabilities, claims suits or losses however occurring or damages growing out of the same.
  
11. **SEASONAL EMPLOYMENT.** The District agrees to provide living quarters to those Residents employed during seasonal periods. During this period, the Resident agrees to reimburse the District for their accommodations at a rate of \$350.00 per month to be deducted monthly from their pay. In addition to temporary or seasonal hours, the Resident shall be permitted to work an additional 48-hours per month which will be compensated by the District. The District further agrees to reimburse the Resident for emergency calls answered while not on duty. Said reimbursement shall be limited to actual time spent. Requests for compensation shall be submitted using the Additional Hours Form. While employed in the capacity of a temporary or season employee, the employee shall be compensated in accordance with normal overtime provisions.
  
12. **NON-WAIVER.** Failure by the District to require strict performance of any provision of this agreement shall not constitute a waiver of any subsequent breach nor shall it prejudice the District's right to require strict performance in the future of the same or any other provision of this agreement.

*Both parties hereby specifically agree and expressly covenant that this agreement in no way constitutes or is intended to constitute a contract of employment and that in responding to any incident on behalf of the District, the Resident is acting solely as a volunteer and has no expectation of payment of active employment in exchange for the services. (Exception: Residents employed as Temporary or Seasonal Employees as described in Item #10 above).*

13. **TERM.** The District agrees to provide living quarters at the above-described premises for a term not to exceed 12 months. In August of each year, the continuation of this agreement shall be subject to a review of the District member's timely performance of the services listed in PPG #2802.

This agreement may be terminated by either party giving the other party fourteen (14) days written notice of termination.

**DATED:** \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
 McLane/Black Lake Fire Department

\_\_\_\_\_  
 Resident