

# Facility Use Agreement Template

(This is a suggested template for important items to include in the facility agreement. Before using this template, local governments should consult with their administrative and legal advisors, and modify the document to comply with their local requirements.)

This agreement is between \_[enter name of County or Municipality]\_ (“Shelter Operator”) and a facility owner (“Owner”) to enable Shelter Operator to operate an emergency shelter in areas of the facility(ies) identified below before, during and/or after an incident. Shelter Operator and Owner shall be known collectively as “the parties.”

WHEREAS, Shelter Operator is engaged in emergency management preparedness and planning efforts on behalf of its residents and visitors, and

WHEREAS, Shelter Operator seeks to identify and establish agreements with various facilities in which emergency sheltering operations may be conducted for the benefit of residents and visitors, and

WHEREAS, Owner desires to make all or a portion of the identified facility(ies) available for use as an emergency shelter by Shelter Operator before, during or after an incident, and

WHEREAS, the parties have participated in a survey of the Facility and have identified the areas that may be subject to use as a shelter, as well as identifying the maximum safe occupancy, and

WHEREAS, the parties wish to identify all financial and legal obligations in connection therewith,

NOW THEREFORE, in consideration of the mutual promises and representations set forth in this agreement, the parties agree as follows:

## Parties and Facility

### **Owner:**

Full Name of Owner	
Address	
24-Hour Point of Contact Name and Title Work Phone Cell Phone	
Address for Official Notices (only if different from above address)	

### **Shelter Operator:**

County/Municipality	
24-Hour Point of Contact Name and Title Work Phone Cell Phone	
Address for Official Notices	

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## Facility:

Insert name and complete street address of building or, if multiple buildings, write "See attached facility list," and attach facility list, including complete street address of each building that is part of this agreement. If this agreement applies to only a portion of a building, then describe the applicable areas.

## Terms and Conditions

- 1) **Use of Facility:** Upon request and if feasible, Owner will permit Shelter Operator to use and occupy the Facility on a temporary basis to conduct emergency, incident-related activities. The Facility may be used for the following purposes (both parties must initial all that apply):

Facility Purpose	Owner Initials	Shelter Operator Initials
Service Center (Operations, Client Services, or Volunteer Intake)		
Storage of supplies		
Parking of vehicles		
Emergency sheltering for humans (including their service animals, if applicable)		
Emergency sheltering for animals		

- 2) **Restrictions:** Owner represents that the Facility may not generally be available during the following times or events, unless Owner desires to make the Facility available at Owner's sole discretion:

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- 3) **Facility Management:** Shelter Operator will designate an individual to manage the activities at the Facility ("Shelter Manager"). The Owner will designate a Facility Coordinator to coordinate with the Shelter Manager regarding the use of the Facility by Shelter Operator.
- 4) **Condition of Facility:** The Facility Coordinator and Shelter Manager (or designee) will jointly conduct a survey of the Facility before it is made available to the Shelter Operator, using forms designated by the County/Municipality to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment in the Facility that may not be used. Shelter Operator will exercise reasonable care while using the Facility and will not modify the Facility without the Owner's express written approval.

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- 5) Food Services: Upon request by the Shelter Operator, and if such resources are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate meals at the direction of and in cooperation with the Shelter Manager. The Food Service Manager will establish a feeding schedule and supervise meal planning and preparation. The Food Service Manager and Shelter Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies as part of the pre-occupancy inspection. When Shelter Operator vacates the Facility, the Shelter Manager (or designee) and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the Shelter Operator's activities at the Facility. In the event that Owner is unable to support provision of food and/or food service workers to feed shelter occupants, Owner authorizes Shelter Operator to utilize Facility and equipment to coordinate the feeding of shelter occupants through other means, including a third party.
- 6) Custodial Services: Upon request of the Shelter Operator, and if such resources are available, the Owner will make its custodial resources, including supplies and workers, available to provide cleaning and sanitation services at the Facility, said costs to be reimbursed as provided in Paragraph \_\_\_\_\_. The Facility Coordinator will designate a Facility Custodian to coordinate the these services at the direction of and in cooperation with the Shelter Manager.
- 7) Security/Safety: The Shelter Operator shall be responsible for coordinating security and traffic control for the Facility, and shall ensure that staff, volunteers and shelter residents are not able to access any areas of the Facility not covered by this Agreement. The Shelter Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any security and safety issues at the Facility, and will advise the Facility Coordinator regarding any incidents that occur and any measures taken.
- 8) Signage and Publicity: The Shelter Operator may post temporary signage identifying the Facility as a site of shelter operations in locations approved by the Facility Coordinator. Shelter Operator will remove such signage at the conclusion of its activities at the Facility.
- 9) Closing the Facility: Shelter Operator will notify the Facility Coordinator of the date when Shelter Operator will vacate the Facility. Shelter Operator shall be responsible for ensuring that the Facility is returned to its pre-shelter condition, all waste is disposed of, and all areas used for shelter services have been cleared of shelter equipment, supplies and personal belongings. Before Shelter Operator vacates the Facility, the Shelter Manager (or designee) and Facility Coordinator will jointly conduct a post-occupancy inspection, using forms designated by the Shelter Operator to record any damage or conditions.
- 10) Fees: Both parties must initial one of the two statements below:
  - a. Owner will not charge a fee for the use of the Facility.  
Owner initials: \_\_\_\_\_ Shelter Operator initials: \_\_\_\_\_
  - b. Shelter Operator will pay \$\_\_\_\_\_ per day/week/month (circle one) for the right to use and occupy the Facility.  
Owner initials: \_\_\_\_\_ Shelter Operator initials: \_\_\_\_\_
- 11) Damages and cost reimbursement:
  - a. *Damage to the Facility or other property of Owner, reasonable wear and tear excepted, resulting from the operations by the Shelter Operator.* Reimbursement for facility damage will be based on replacement at actual cash value following standard bid practices. Shelter Operator is not responsible for storm damage or other damage caused by the disaster.
  - b. *Reasonable costs associated with custodial and food service personnel and supplies which would not have been incurred but for the Shelter Operator's use of the Facility.* Reimbursement of costs associated with the Owner's personnel will be at per-hour, straight-time rate for wages actually

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incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff **unless these costs would be reimbursable as described in 11.f.**

- c. *Reasonable costs associated with the clean-up and restoration or return of the Facility to its regular use which would not have been incurred but for the Shelter Operator's use of the Facility.* Costs include cleaning, sanitizing and extermination, as well as minor repairs and restoration. Owner shall not incur any such expenses prior to discussion with the Shelter Manager.
- d. *Reasonable, actual, out-of-pocket costs for the utilities indicated below, to the extent that such costs would not have been incurred but for the Shelter Operator's use of the Facility.* (Both parties must initial all utilities that may be reimbursed):

	Owner Initials	Shelter Operator Initials
Water		
Gas		
Electricity		
Waste Disposal		

- e. The Owner will submit any request for reimbursement to the Shelter Operator within 60 days after the cessation of use by the Shelter Operator. Any request for reimbursement must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.
  - f. **If the disaster is a Federally-declared disaster and Owner is a municipal or state government entity, then the Owner will work with appropriate emergency management agencies to seek cost reimbursement through the Federal Emergency Management Agency's program for administering Public Assistance Category B under the Robert T. Stafford Act.**
- 12) **Insurance:** Shelter Operator shall provide proof of adequate insurance coverage for Commercial General Liability and Automobile Liability, as well as Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located. The Parties hereto acknowledge that neither maintains any insurance coverage for the benefit of the other Party or its personnel, consultants, or other associates.
- 13) **Indemnification:** The Shelter Operator shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to claims for bodily injury, death, and property damage arising from the negligence of the Shelter Operator during the use of the Facility.
- a. Each Party hereto shall be responsible for their own personnel and equipment, except as may be otherwise expressly provided in this Agreement.
  - b. Both Parties agree and acknowledge that neither is an employee of the other.
- 14) **Term:** The term of this agreement begins on the date of the last signature below of the authorized representative for each party, and ends 30 days after written notice by either party.

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Owner:

Shelter Operator

\_\_\_\_\_  
Owner (Legal Name)

\_\_\_\_\_  
(Legal Name)

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date