

# EMERGENCY FACILITIES & LAND USE AGREEMENT

<b>INCIDENT AGENCY</b> (name, address, phone number)	<b>AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT</b> AGREEMENT NUMBER: _____	
		<b>EFFECTIVE DATES</b> a. beginning: _____ b. ending: _____
<b>OWNER</b> (name, address, phone number-include day/night/cell)  POINT OF CONTACT (if applicable): EMAIL: PAYMENT ADDRESS: <input type="checkbox"/> Same as above, or _____ DUNS: REGISTERED IN SAM.GOV: <input type="checkbox"/> Yes or <input type="checkbox"/> No, Vendor Code Information Worksheet attached EIN/SSN (only if not in SAM): County: _____ State: _____ Township: _____ Range: _____ Section: _____		
INCIDENT NAME: _____ INCIDENT NUMBER: _____ RESOURCE ORDER NUMBER: S-_____ MODIFICATION No/DATE: _____ MODIFICATION CO Initials: _____		
<b>TYPE OF CONTRACTOR ("X" APPROPRIATE BOXES):</b> <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> LARGE BUSINESS <input type="checkbox"/> SMALL DISADVANTAGED OWNED <input type="checkbox"/> WOMEN OWNED <input type="checkbox"/> HUBZONE <input type="checkbox"/> SERVICE DISABLED VETERAN <input type="checkbox"/> PUBLIC ENTITY <input type="checkbox"/> GOVERNMENT <input type="checkbox"/> OTHER		
The owner of the property described herein, or the duly appointed representative of the owner, agrees to furnish the land/facilities for use as _____.		
<b>DESCRIPTION OF LAND/FACILITIES:</b> Address or specific location. If street or highway address is unavailable, use distance from nearest city, crossroads, or other significant landmark. The local description of how to get to the land/facilities is also acceptable. (attach separate sheet if more space is necessary)		
<b>RATE:</b> For each day that the land/facilities are used, the Government will pay the rate of _____ or as indicated below. Ordinary wear and tear is included in the rate. The minimum amount guaranteed to be paid under this agreement shall be \$_____, regardless of the length of use. The maximum amount to be paid under this agreement shall not exceed \$_____. Payment shall be in accordance with the incident Agency payment procedures.		
Rate breakout: _____		
<b>UTILITIES AND SERVICES:</b> <p><input type="checkbox"/> The above rate includes utility charges for the following: <input type="checkbox"/> DIESEL <input type="checkbox"/> GAS <input type="checkbox"/> ELECTRICITY <input type="checkbox"/> WATER <input type="checkbox"/> TOILET SUPPLIES <input type="checkbox"/> JANITORIAL SERVICES &amp; SUPPLIES <input type="checkbox"/> TRASH REMOVAL <input type="checkbox"/> SEPTIC SERVICE <input type="checkbox"/> EXISTING TELECOMMUNICATIONS</p> <p><input type="checkbox"/> The above rate excludes utility charges. The Government will pay to the owner the sum determined due by the Contracting Officer based on: _____.</p>		

**RESTORATION:** Restoration beyond ordinary wear and tear. (check only one)

- The above sum includes Government restoration of land/facilities. Restoration shall be performed to the extent reasonably practical. Restoration work includes: \_\_\_\_\_.
- The above sum excludes restoration of land/facilities. Reasonable costs incurred by the owner (beyond ordinary wear and tear) in restoring land/facilities to their prior condition shall be submitted, in writing, to the Contracting Officer.

**ALTERATIONS:** The Government may make alterations, attach fixtures or signs, erect temporary structures in or upon the land/facilities, install temporary culverts, trenching for utilities, which shall be the property of the Government. Alterations will be removed by the Government after the termination of the emergency use, unless otherwise agreed.

**ORAL STATEMENTS:** Oral statements or commitments supplementary or contrary to any provisions of this Agreement shall not be considered as modifying or affecting the provisions of this Agreement.

**ORDINARY WEAR AND TEAR:** Ordinary wear and tear is based on the customary use of the land/facilities, and not the use resulting from the incident.

**CONDITION REPORTS:** A joint pre and post-use physical inspection report of the land/facilities shall be made and signed by the parties; the purpose of the inspections shall be to reflect the existing site condition.

**OTHER:** Describe in detail: \_\_\_\_\_.

**TERMS AND CONDITIONS:** See attachment.

**INSURANCE/ INDEMINIFICATION:** The United States Federal Government is self-insured and does not have the authority to indemnify and hold harmless the \_\_\_\_\_, from any and all claims, liabilities, losses, damages, charges, etc. The \_\_\_\_\_ does not have the authority to indemnify and hold harmless the United States Federal Government from any and all claims, liabilities, losses, damages, charges etc. The \_\_\_\_\_ will be responsible for errors, omissions and negligence of its employees. The United States Federal Government will be responsible for errors, omissions and negligence of its employees to the extent provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671-2680, as amended by P.L. 89-506, 80-Stat. 306].

**CHECKLIST(s):** See attachment. Fill in the following drawing showing the land/facilities under agreement. Include buildings, roads, paved areas, utility lines, fences, ditches, landscaping and any other physical features which help describe the area.

**FEDERAL ACQUISITION REGULATION CLAUSES:**

FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): [www.arnet.gov/far/](http://www.arnet.gov/far/) or [www.usda.gov/procurement/policy/agar.html](http://www.usda.gov/procurement/policy/agar.html)

FAR 52.213-4 Terms and Conditions -- Simplified Acquisitions (Other Than Commercial Items) (JULY 2020)

FAR 52.222-3 Convict Labor (June 2003)

FAR 52.232-1 Payments (APR 1984)

FAR 52.232-11 Extras (APR 1984)

FAR 52.232-17 Interest (MAY 2014)

FAR 52.232-25 Prompt Payment (JAN 2017)

FAR 52-233-1 Disputes (MAY 2014) ALT I (DEC 1991)

FAR 52.243-1 Changes—Fixed Price (AUG 1987)ALT I(APR 1984)

FAR 52.249-4 Termination for the Convenience of the Government (Services)(Short Form)(APR 1984)

FAR 52.249-8 Termination for Default (Fixed-Price Supply and Service)(APR 1984)

**Loss, Damage or Destruction:** The Government will assume liability for the loss, damage, or destruction of facilities furnished under this Agreement, provided that no reimbursement will be made for loss, damage, or destruction when due to (1) ordinary wear and tear, or (2) the fault or negligence of the owner or the owner's agent(s).

OWNER / OWNER'S AGENT SIGNATURE:	DATE:	CONTRACTING OFFICER'S SIGNATURE:	DATE:
PRINT NAME AND TITLE:		PRINT NAME AND TITLE:	
PHONE NUMBER: EMAIL:		PHONE NUMBER: EMAIL:	

Agreement No: \_\_\_\_\_

## **ATTACHMENT 1**

**PRE-USE INSPECTION:** Description or photos/ condition immediately prior the Government's occupancy. Refer to attached checklist.

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OWNER / OWNER'S AGENT SIGNATURE:	DATE:	GOVERNMENT AGENT/ EMPLOYEE'S SIGNATURE:	DATE:
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PRINT NAME AND TITLE:	PRINT NAME AND TITLE:
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**POST-USE INSPECTION:** Description of photos/ condition immediately following the Government's occupancy.

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NO DAMAGE NO CLAIMS

TOTAL AMOUNT DUE \$ \_\_\_\_\_

RELEASE OF CLAIMS STATEMENT: Contract release for and in consideration of receipt of payment in the amount shown in 'total amount due'. Contractor hereby releases the Government from any and all claims arising under this agreement except as reserved in remarks.

REMARKS:

OWNER / OWNER'S AGENT SIGNATURE:	DATE:	GOVERNMENT AGENT/ EMPLOYEE'S SIGNATURE:	DATE:
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PRINT NAME AND TITLE:	PRINT NAME AND TITLE:
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