

**AGREEMENT FOR STORAGE OF MODEL T FIRE ENGINE**

This Agreement is made on August \_\_\_\_\_, 2017, between the CITY OF MONMOUTH (hereinafter "MONMOUTH"), and, MONMOUTH FIRE UNION 1702 (hereinafter "UNION").

WHEREAS, the UNION is currently the owner of a Model T Fire Engine and they desire to store said Model T Fire Engine at the North Fire Station owned by the City of Monmouth,

WHEREAS, MONMOUTH is agreeable to allow the UNION to store said Model T Fire Engine at the North Fire Station, provided the terms of this agreement are met;

NOW THEREFORE AND IN CONSIDERATION of One (\$1.00) Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged by MONMOUTH. MONMOUTH and the UNION hereby agree:

1. MONMOUTH shall allow the UNION to store the Model T Fire Engine at the North Fire Station.
2. MONMOUTH may terminate this agreement upon ten (10) days written notice to the Union at any time during this Agreement. If MONMOUTH gives said written notice, the UNION shall remove said Model T Fire Engine by the eleventh day following service of said written notice. Said written notice may be served on any member of the UNION. If the UNION fails to remove said Model T Fire Engine by the eleventh day then the City may remove the Model T Fire Engine to any place it deems fit or commence to charge storage at the rate of \$25.00 per day, or both.
3. This Agreement shall continue until MONMOUTH gives said written notice to terminate this Agreement. The UNION may also terminate this agreement by providing written notice to MONMOUTH and removal of the Model T Fire Engine.
4. The UNION and its members, regardless of whether the members have signed this agreement, agree to not perform repairs, maintenance or otherwise work on said Model T Fire Engine while it is being stored at said North Fire Station. If a Union member is caught working on the Model T Fire Engine while it is stored at the North Fire Station, he or she is subject to discipline as outlined in the collective bargaining agreement between MONMOUTH and the UNION. The UNION shall notify its members of this provision.
5. The UNION shall be responsible for insuring the Model T Fire Engine while in storage and MONMOUTH shall not be responsible for any damage incurred by the Model T Fire Engine while it is being stored at the North Fire Statement, and the UNION specifically agrees to hold free and harmless MONMOUTH from and against any and all losses penalties, damages, settlements, costs, charge, professional fees (including attorney's fees) resulting from damage to said Model T Fire Engine no matter the actual cause of said damage to said Model T Fire Engine.
6. The UNION shall not be liable to MONMOUTH for storage charges during the term of this agreement.

CITY OF MONMOUTH

MONMOUTH FIRE UNION 1702

By: \_\_\_\_\_  
ROD DAVIES  
Its: Mayor

\_\_\_\_\_

ATTEST:

ATTEST:

By: \_\_\_\_\_  
SUSAN TREVOR  
Its: City Clerk

By: \_\_\_\_\_