

COMMUNITY USE OF AUTOMATED EXTERNAL DEFIBRILLATOR LICENSE AGREEMENT (“Agreement”)

This Agreement, dated _____, 20____
by and between the Town of Derry, NH (hereinafter “Town”) and

(hereinafter “Licensee”), is for a temporary, conditional, and revocable license to use a Town-owned automated external defibrillator (“licensed AED”) for Licensee’s group event occurring within the Town of Derry, NH for the term of the license.

In consideration of the mutual covenants and conditions stated herein, the parties agree as follows:

NATURE OF LICENSE. The license granted by the Town to the Licensee for use of the licensed AED is temporary, revocable, and conditional. The Town reserves the authority to revoke the license in its sole discretion at any time prior to expiration without penalty or liability, and to impose conditions upon the license in the public interest.

LICENSEE’S USE OF AED. The Licensee agrees its temporary possession, use and operation of the licensed AED: must occur within the Town of Derry, is for purpose of responding to suspected sudden cardiac arrest incidents only and must comply with the rules and conditions set forth in this Agreement as well as any applicable local, state, and federal laws and regulations.

TERM OF LICENSE. The license to use the licensed AED begins on

_____, 20____, at ____ (a.m./p.m.) and ends on

_____, 20____, at ____ (a.m./p.m.), at which time the license expires.

Licensee must return the licensed AED to the Town at 14 Manning Street prior to the license’s expiration and during regular business hours.

ADDITIONAL RULES AND CONDITIONS OF LICENSED AED USE:

- The authorized representative of Licensee signing this Agreement must:
 - Be present at the Licensee’s group event,
 - Be 18 years’ old or older,
- Meet training requirements as specified by the Town.
- Prior to this Agreement becoming effective, Licensee must identify at least one alternate as well as any other anticipated responders who:
 - Will be present at the Licensee’s group event,
 - Are 18 years’ old or older,

- Meet training requirements regarding CPR and AED use as specified by the Town and consistent with RSA 153-A:30.
- 911 must be called in conjunction with the use of the AED so that EMS is alerted and may timely respond. This is a critical step and improves patient care.
- Any use of the licensed AED must be reported to the Town, regardless of whether a shock was administered. The report must include details of the time, place, and circumstances surrounding the use of the licensed AED, as well as the names, addresses, and phone numbers of any persons involved and/or witnesses to the incident and/or use of the licensed AED. AED Use information will be collected by the EMS Captain or Duty Battalion Chief.
- Any damage to or suspected malfunction of the licensed AED must be reported to the Town. Any damage to the licensed AED occurring during the Licensee's possession, use, control, operation, transportation, or storage of the licensed AED shall be the sole responsibility of the Licensee.
- No alteration to the licensed AED may be made while in the Licensee's temporary possession and control.
- Licensee may not imply in its advertising of its event or during the event that the Town has sponsored or supports its event/group/organization.

RELATIONSHIP OF THE PARTIES. Licensee and its officers, directors, members, agents, volunteers, employees, contractors, and attendees are considered at all times independent contractors and not employees, agents, or representatives of the Town. In no event shall this Agreement be construed as establishing a partnership or a joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. The Licensee and its officers, directors, members, agents, volunteers, employees, contractors, and subcontractors are not and will not be considered employees or agents of the Town within the meaning or application of any federal, state, or local law, rule or regulation, including without limitation, laws, rules and regulations regarding or related to unemployment compensation, workers' compensation, social security, Medicare, state or federal taxation, and any other obligation associated with an employment, joint venture, or principal-agent relationship. Licensee understands, acknowledges, and agrees that it and its officers, directors, members, agents, volunteers, employees, contractors, and subcontractors are not covered by or considered an additional covered party under the Town's insurance or public entity risk pool coverage.

INDEMNIFICATION. The Licensee hereby agrees to defend and indemnify the Town of Derry, NH, including its officials, agents, employees, and volunteers ("Indemnified Parties") from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to attorney's fees, which the Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, death of person, property damage and/or loss, and/or personal injury (libel, slander, etc.), arising out of the Licensee's temporary possession, storage, transport, use, and/or operation of the licensed AED.

CONFORMANCE WITH LAW AND RULES. Licensee agrees that Licensee will abide by and conduct its use of the licensed AED in accordance with this Agreement and all policies, laws, rules, regulations, and ordinances.

SEVERABILITY. If a Court determines that any provision of this Agreement is unlawful or unenforceable, such provision shall be stricken and the remainder of the Agreement shall be enforceable. A Court may reasonably reform any stricken provision in order to effectuate the parties' intent.

GOVERNING LAW AND CHOICE OF FORUM. This Agreement is governed by and shall be construed according to the laws of the State of New Hampshire. Any suit, action or proceeding with respect to this Agreement must be brought in an appropriate court in Rockingham County, New Hampshire, or, if appropriate, a federal court within the State of New Hampshire, and the parties accept and agree to the exclusive personal jurisdiction of these courts.

The Parties have executed this Agreement and agree to be bound by all its provisions. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together, constitute one and the same instrument, binding on the parties to this Agreement.

FOR THE LICENSEE: The undersigned represents that he/she/they is/are authorized to sign this Agreement on behalf of the Licensee.

Signature

Date

Printed Name

FOR THE TOWN: The undersigned represents that he/she/they is/are authorized to sign this Agreement on behalf of the Town.

Signature

Date

Printed Name