

VEHICLE USE AGREEMENT

This Agreement made this, _____ day of _____, 2023, by and between HARMONY FIRE DISTRICT (“HFD”) a Pennsylvania non-profit corporation, and CRANBERRY TOWNSHIP, a second-class township of Butler County, Pennsylvania (“Cranberry Twp”).

WHEREAS, HFD and Cranberry Twp have determined that it would be in the mutual interest of both parties to enter into an agreement whereby HFD would be permitted to utilize a vehicle belonging to Cranberry for the performance of HFD’s departmental duties in certain circumstances;

WHEREAS, the parties wish to memorialize the use of this vehicle in writing and specify each party’s respective rights and obligations in association therewith;

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Cranberry Twp hereby permits HFD to utilize the 2022 Ford F-150 VIN 1FTFW1E82NFB16852 (the “Vehicle”) in carrying out its departmental duties for the Authorized Use described in this Agreement.

1. **Authorized Use.** HFD shall use the Vehicle in a proper manner and comply with and conform to all national, state, municipal, and local laws, ordinances, and regulations. HFD will only allow Scott Garing to operate the Vehicle. Scott Garing and any HFD member who is a passenger in the Vehicle will be covered by HFD’s workmen’s compensation policy during any period of Authorized Use. Authorized Use shall be limited only to: (1) HFD calls which occur before or after Mr. Garing’s work duties with Cranberry Twp; and (2) HFD calls to which Mr. Garing responds only in his capacity as the Chief Officer of the HFD, and not when responding as a member of the Cranberry Township Volunteer Fire Department in a mutual aid/assistance response.
2. Cranberry Twp will be responsible for all costs and expenses associated with the Vehicle including, but not limited to maintenance, parts, fuels, equipment, and insurance associated therewith. Cranberry Twp shall keep the Vehicle in good working order and repair. Notwithstanding the foregoing, HFD will be solely responsible for all costs and expenses associated with the upfitting of the Vehicle to provide additional PPE storage. Any upfitting equipment will become the sole property of Cranberry Twp and remain so at the termination of the Agreement.
3. HFD will make an annual payment to Cranberry Twp in the amount of \$3,500.00 (“Annual Payment”). For calendar year 2023, the Annual Payment will be adjusted to \$2,336.00 due and payable on the date of HFD execution of this Agreement. Cranberry

Twp will invoice HFD in the first quarter of each subsequent calendar year for the Annual Payment.

4. HFD will reimburse Cranberry Twp an amount equal to thirty percent (30%) of the prior year's maintenance and operating expenses associated with the Vehicle, including fuel, repairs, maintenance, insurance, and inspection fees ("Operating Charge"). The Operating Charge will be paid in arrears with Cranberry Twp providing HFD with an itemized invoice for the prior calendar year in the first quarter of the next year.
5. The Annual Payment and Operating Charge will be remitted by HFD within thirty (30) days of receipt of such invoice from Cranberry Twp, provided, however, that HFD may notify Cranberry Twp of any objections to the Operating Charge and the parties will cooperate in good faith to address any such concerns and adjust the Operating Charge if needed.
6. In the event of loss or damage to the Vehicle during HFD use, such loss or damage will be covered by Cranberry Twp insurance, but HFD agrees to reimburse Cranberry Twp the deductible amount.
7. This Agreement shall automatically terminate in the event that: (1) Scott Garing terminates employment with Cranberry Twp; or (2) Scott Garing ceases to serve as a Chief Officer of the HFD. If this Agreement automatically terminates under the terms of this Paragraph, HFD shall pay Cranberry Twp a prorated amount of the Annual Payment and the Operating Charge.
8. Both HFD and Cranberry Twp will indemnify and hold each other, and its officers, employees, and agents, harmless from and against any costs, damages, and expenses arising out of or resulting from any demand or claim made or asserted or any lawsuit or other legal action filed against the other party and its department to the extent the costs, damages or expenses are attributed to such party's negligence or willful misconduct, failure to comply with applicable federal or state laws, rules, and regulations or breach of any obligations, warranties or representations made herein.
9. Except as provided in Paragraph 7, this Agreement remains in effect until terminated by either party upon thirty (30) days advance notice. There will be no pro-ration of the Annual Charge if terminated during a calendar year by HFD but if terminated by Cranberry Twp the Annual Charge will be prorated based on the date of termination. In the event of termination, the Operating Charge will be adjusted based on the period of HFD usage.
10. This Agreement may be amended only by written agreement of the parties hereto.

11. This Agreement, together with the other documents contemplated hereby constitutes the entire agreement between the parties and supersedes all prior oral and/or written agreements or understandings between the parties with respect to the subject matter of this Agreement.

WITNESS the hands and seals of the parties hereto with the intent to be legally bound thereby.

WITNESSETH:

HARMONY FIRE DISTRICT

_____(SEAL)
Kevin Behun, President

CRANBERRY TOWNSHIP

_____(SEAL)
Name/Title: