

Personal Equipment Use Permit

This EQUIPMENT USE PERMIT (PERMIT) is made and entered into between KITSAP COUNTY, a municipal corporation, with its principal offices at 614 Division Street, Port Orchard, Washington 98366, hereinafter referred to as "COUNTY", and _____, hereinafter referred to as "PERMITTEE".

COUNTY does hereby grant to PERMITTEE, pursuant to the terms and conditions set forth herein, permission to use owned, rented, or leased equipment on COUNTY PROPERTIES OR BUSINESSES.

This Permit is granted upon the following terms and conditions:

1. Term. In no event will the Permit become effective unless and until it is approved and executed by the duly authorized representative of Kitsap County. The COUNTY may terminate this Permit at any time in the event of PERMITTEE's breach of any of the terms or conditions hereof.

2. Assumption of Risk and Liability by PERMITTEE.

- a. PERMITTEE acknowledges that they are entering into this Permit with full knowledge of the state and condition of the COUNTY PROPERTIES, and accepts the COUNTY PROPERTIES "AS IS." PERMITTEE understands and agrees that the COUNTY would not have entered into this Permit without an express assumption of all risks by PERMITTEE.
- b. The PERMITTEE shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including, but not limited to, reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by, or arising out of, the performance of the services rendered under this PERMIT by the PERMITTEE and anyone for whose acts any of them may be liable. PROVIDED, HOWEVER, that the PERMITTEE's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents. PROVIDED FURTHER that in the event of the concurrent negligence of the parties, the PERMITTEE's obligations hereunder shall apply only to the percentage of fault attributable to the PERMITTEE, its' agents, other volunteers working with the PERMITTEE, or its' subcontractors. All volunteers working with the PERMITTEE are required to sign a VOLUNTEER AGREEMENT AND RELEASE OF LIABILITY form with the COUNTY.

In any and all claims against the COUNTY, its officers, officials, employees and agents by any volunteer of the PERMITTEE, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the PERMITTEE or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the PERMITTEE expressly waives any immunity the PERMITTEE might have had under such laws. By executing the PERMIT, the PERMITTEE acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the PERMITTEE makes with any subcontractor or agent performing Work hereunder.

The PERMITTEE's obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the PERMITTEE, the PERMITTEE's employees, agents or subcontractors.

3. Safety Protocols. The PERMITTEE is responsible for making sure that all owned, rented, or leased equipment meets local, state, and federal safety standards and is properly working per the manufacturer's instructions. The PERMITTEE is not allowed to use any equipment that has been altered from the original manufactured settings.

- a. The PERMITTEE is responsible for following Kitsap County safety protocol for each piece of equipment, maintaining proper care, and replacing damaged or defective equipment.

4. Notification. The PERMITTEE must have written permission from the COUNTY for any and all work on COUNTY PROPERTY. PERMITTEE is required to notify the COUNTY at least one week prior to conducting any and all work.

5. Approved Equipment:

PERMITTEE agrees to operate selected personal tools appropriately (ref. PAGES 3-4)

Electric or Gas-powered Tools	Personal Protective Equipment & Maintenance Supplies	
	Required	Recommended
<input type="checkbox"/> Power drill <input type="checkbox"/> Impact driver <input type="checkbox"/> Grinder <input type="checkbox"/> Circular saw <input type="checkbox"/> Reciprocating saw <input type="checkbox"/> Sawzall <input type="checkbox"/> Table saw <input type="checkbox"/> Compound Mitre saw <input type="checkbox"/> Mechanized lopper <input type="checkbox"/> Mechanized pole saw <input type="checkbox"/> Power wheelbarrow <input type="checkbox"/> Auger <input type="checkbox"/> Line trimmer <input type="checkbox"/> *Hedge trimmer <input type="checkbox"/> Other _____ <input type="checkbox"/> Other _____ <input type="checkbox"/> Other _____	<ul style="list-style-type: none"> • Safety glasses • Leather or garden gloves • *Chaps (if using a hedge trimmer) • Close-toed Shoes 	<ul style="list-style-type: none"> • Hearing protection • Hard hat • Long sleeves and pants • Sharpening file • Extra blades • Extra gas/diesel (for gas-powered tools) • Extra bar oil (for tools with moving chains)

Large Machinery & Vehicles	Personal Protective Equipment & Maintenance Supplies	
	Required	Recommended
<input type="checkbox"/> DR Mower <input type="checkbox"/> Lawnmower <input type="checkbox"/> Rototiller <input type="checkbox"/> Other _____ <input type="checkbox"/> Other _____	<ul style="list-style-type: none"> • Safety glasses • Leather or garden gloves • Hearing protection • Safety vest • Close-toed shoes 	<ul style="list-style-type: none"> • Hard hat • Extra gas/diesel
<input type="checkbox"/> *Mini-Excavator <input type="checkbox"/> *ATV/4WD Gaiter <input type="checkbox"/> *Front loader <input type="checkbox"/> *Bulldozer <input type="checkbox"/> *Skid loader	<ul style="list-style-type: none"> • *Driver's license and insurance • Safety glasses • Leather or garden gloves • Hearing protection • Safety vest • Close-toed shoes 	<ul style="list-style-type: none"> • Refer to machine operating manual
<input type="checkbox"/> **Personal Vehicle	<ul style="list-style-type: none"> • **Driver's license, insurance, and Park Vehicle permit (<i>issued by Parks Staff</i>) 	<ul style="list-style-type: none"> • Refer to vehicle operating manual

Electric or Gas-powered Tools with Training or Certification (must provide required training verification)	Required Personal Protective Equipment & Maintenance Supplies
<input type="checkbox"/> Gas-powered chainsaw <input type="checkbox"/> Electric chainsaw	<ul style="list-style-type: none"> • Safety glasses • Leather or garden gloves • Chaps • Close-toed shoes • Long sleeves and pants • Hearing protection • Hard hat • Sharpening file • Extra chain • Extra gas/diesel (for gas-powered) • Extra bar oil

Please sign below to agree to the qualifications outlined in this document:

Permittee Printed Name (First, Last)

Permittee Signature

Date

To be completed by Staff

Does PERMITEE meet all training or requirements to operate personal equipment?

YES NO

County Employee Printed Name (First, Last)

County Employee Signature

Date