

**AGREEMENT BETWEEN THE CITY OF KIRKLAND AND
RECIPIENT REGARDING THE SITING AND USE
OF AN AUTOMATIC EXTERNAL DEFIBRILLATOR**

This Agreement is entered into this _____ day of _____, 20____, by and between the City of Kirkland, a Washington municipal corporation, (“City”) and _____, (“Recipient”), to enable Recipient to receive, use and allow the use of Automated External Defibrillators (“AED”) provided by City.

Whereas, the City has acquired a number of AEDs to distribute throughout the City in high use private locations to improve response times for those individuals needing the treatment provided by AEDs, which serves a valuable public purpose; and

Whereas, Recipient owns property within the City that the Kirkland Fire Department (“KFD”) has determined qualifies as a high use location; and

Whereas, Recipient is willing to receive an AED and make it available to the public on Recipient’s property, or such other locations as agreed to herein, on the terms and conditions provided herein,

Now therefore, City and Recipient by their signatures below agree as follows:

1. In consideration for the duties and obligations Recipient will assume as further described below, City will give Recipient an AED, specifically, a Philips brand Heartstart Onsite Defibrillator, Serial Number _____ (“Defibrillator”).
2. In consideration for receipt of the Defibrillator, Recipient agrees to make it available for use by the public in a secure location, which sufficiency of security will be determined by KFD, at the following site:

3. Recipient further agrees not to remove the Defibrillator from the secure location, except in an emergency or as otherwise agreed herein.
4. Recipient also agrees, at Recipients expense, to use, maintain, repair and dispose of the Defibrillator in conformity with the Philips Owner’s Manual provided with the Defibrillator.
5. In the event the Defibrillator is used, Recipient will report such use to KFD by calling 425-587-3650 as soon as practicable but in no event more than 24 hours after the use.
6. Within 60 days of receiving the Defibrillator, Recipient will register the Defibrillator with King County.

7. Recipient agrees to defend, indemnify and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of the Defibrillator by Recipient or others.

Dated this _____ day of _____, 20____.

CITY OF KIRKLAND

RECIPIENT

By: _____
Its: _____

By: _____
its: _____

Approved as to form:

Wm. R. Evans,
Assistant City Attorney