

EVACUATION CENTER AGREEMENT

THIS EVACUATION CENTER AGREEMENT, for an evacuation location dated this ____ day of July, 2023 by and between Hyrum City (the “City”) and Blacksmith Fork Assisted Living, LLC dba Blacksmith Fork Assisted Living Center (“Assisted Living Center”) whose address is 680 E Main St., Hyrum, Utah, both of whom shall be referred to collectively as the “Parties,” or individually as a “Party.”

WHEREAS, the Assisted Living Center desires to use the Hyrum Senior Center as an evacuation center in the need of an evacuation;

WHEREAS, the City is the owner of the Hyrum Senior Center and is willing to allow the Assisted Living Center use of the property in the event evacuation is necessary under certain conditions and restrictions; and

WHEREAS, the Parties desire to formalize the relationship and agreement between them;

NOW THEREFORE, in consideration of the promises contained herein, the Parties agree as follows:

1. Use of the Hyrum Senior Center. The Assisted Living Center may use the Hyrum Senior Center in the event the Assisted Living Center is required to evacuate its facility for any reason for the consideration of one dollar per term (\$1.00). The need for evacuation shall be determined by the Assisted Living Center but shall be reasonable in nature and only done when a reasonable prudent person would deem evacuation necessary. As soon as possible after the Assisted Living Center enters the Hyrum Senior Center, the Assisted Living Center shall contact the City Mayor or his or her designee at the telephone number provided to the Assisted Living Center by the City.

2. Access to the Hyrum Senior Center. The Assisted Living Center shall have a copy of the key to the Hyrum Senior Center. The Assisted Living Center shall not duplicate the key or copy it in any way. The Assisted Living Center shall take reasonable precautions to prevent duplication or misplacement of the key. Only management of the Assisted Living Center shall have access to the key. The Assisted Living Center shall use the key only in the event access for evacuation purposes is necessary and shall not use the key for access otherwise.

3. Term. This Agreement shall last for a one-year period beginning on the date listed above and shall automatically renew each year unless otherwise terminated.

4. Termination. The Assisted Living Center may terminate this Agreement by giving notice that the Agreement will terminate at the end of the current term. The City may terminate this Agreement for any reason or no reason at all by giving 30 days’ notice to the Assisted Living Center. This Agreement shall automatically terminate, and the City shall have no obligation to the Assisted Living Center, if for any reason the Hyrum Senior Center is no longer owned by the

City or the use of the Hyrum Senior Center is no longer feasible as an evacuation center as determined by the sole discretion of the City.

5. Limitation. This Agreement in no way gives the Assisted Living Center the right or option to allow others to use the Hyrum Senior Center for any purpose, including as an evacuation center. This Agreement is not assignable by the Assisted Living Center.

6. Indemnification. The Assisted Living Center shall indemnify, save, defend (with counsel reasonably acceptable to the City), and hold harmless the City from and against any and all claims, judgments, and/or damage that may be incurred by the City as a result of any liabilities, damages, judgments, costs, expenses, penalties, and/or injuries to persons or property caused by or arising out of, either directly or indirectly the Assisted Living Center's use of the Hyrum Senior Center as an evacuation center.

7. Repairs. The Assisted Living Center shall repair any damage to the Hyrum Senior Center that is caused or sustained by the Assisted Living Center's use of the property as an evacuation center. The Assisted Living Center shall also clean the Hyrum Senior Center after any use.

8. Checklist. If the Assisted Living Center uses the Hyrum Senior Center, the Assisted Living Center shall complete, sign, and date the checklist for use of the building as provided by the City.

9. Entire Agreement. This Agreement sets forth the entire understanding agreement of the parties with respect to the subject matters stated herein and supersedes any prior or contemporaneous oral and/or written agreements or representations, if any, between the parties.

10. Applicable Law. This Agreement shall be interpreted in accordance with the laws of the state of Utah.

11. Court Costs and Attorneys' Fees. In the event of any legal action or proceeding between the Parties, reasonable attorneys' fees and expenses of the substantially prevailing party in any such action or proceeding will be added to the judgment therein.

[Signature Page to follow]

/
/
/
/
/
/
/
/
/
/

HYRUM CITY

Stephanie Miller, *Mayor*

Attest:

Stephanie Fricke, *Recorder*

**BLACKSMITH FORK ASSISTED
LIVING, LLC**

By:
Its: