

**McKINLEY COUNTY VOLUNTEER FIRE DISTRICT MEMBER
PERSONAL PROPERTY USE PERMIT**

This Agreement is effective as of the date signed below and is between McKinley County New Mexico (by and through the _____ Fire District) who's address is P.O. Box 70 Gallup New Mexico and hereinafter referred to as "County"; and _____ as the permittee, hereinafter referred to as "Member".

Subject to the terms and conditions stated herein, County issues to the Member and Member receives from the County, the personal property described in Exhibit "A" to this agreement.

All equipment described in Exhibit "A" (or in any subsequent schedules) is strictly for the use of the Member in performing duties as a Volunteer for and on behalf of _____ fire district of McKinley County.

SECTION I TERM: This agreement shall be in effect as long as Member is an active volunteer with the district

SECTION II OBLIGATIONS: Member agrees to be an active member of the _____ volunteer fire district of McKinley County and use the property granted in this permit only for such use and in the services as a volunteer Member with the fire district.

SECTION III MEMBERSHIP: Being an active member of the Volunteer Fire Department is at least maintaining a minimum activity level as required by the rules, By-laws, policies etc., of the fire district.

SECTION IV RETURN OF PROPERTY: On the ending of Membership, and unless permittee has paid County in cash the "stipulated loss value" of the property, Member shall return the property to County in good repair, ordinary wear and tear resulting from proper use alone excepted. Return of the property shall be made by Member delivering the property to such place as County shall specify.

SECTION V REPORTING ON PROPERTY: Lost, damaged or missing property shall be reported immediately to the District Chief, who shall notify the Fire Safety Director within 24 hours.

SECTION A TERMINATING USE: Upon the ending of Membership, or upon reasonable request by the County, the County may:

- a. Take possession at the property and recover all cost and expenses incurred in connection with the recovery and repair of the property; or,
- b. Seek reimbursement for any repair or loss of property from the Member in the applicable court of law-, or,
- c. Prosecute the failure of returning the property as theft or criminal conversion of the property.

SECTION VII OWNERSHIP OF THE PROPERTY- The property is, and shall at all times remain, the sole property of "County", and the "Member" shall have no right title, or interest in the property except as expressly set forth in this agreement.

MEMBER:

(signature) _____ DATE: _____
(print) _____

McKINLEY COUNTY _____ VOLUNTEER FIRE DISTRICT

BY: (signature) _____ DATE: _____
CHIEF (print) _____