

II. FIRE DISTRICT OBLIGATIONS

For as long as this Agreement remains in effect, and the Reserve complies with the terms of this Agreement, the Fire District agrees to pay the Costs and to provide the Reserve such Equipment as the Fire District deems necessary for the Reserve to perform the volunteer services for the Fire District.

III. RESERVE OBLIGATIONS

- A. The Reserve shall be in good standing at all times and shall faithfully perform all duties and obligations established by the Fire District.
- B. The Reserve shall return all Fire District Equipment in good condition, save only normal wear and tear, at the conclusion of the Reserve's volunteer service.

IV. REIMBURSEMENT OF COSTS

- A. The Reserve has no obligation to reimburse the Fire District for the Costs if he/she remains in good standing and performs two years of continuous volunteer services to the Fire District after the date this Agreement is signed by the Reserve and the Fire District ("**Effective Date**").
- B. If the Reserve remains in good standing and performs one year of continuous volunteer services to the Fire District after the Effective Date, the Reserve shall pay one-half of the Costs.
- C. If the Reserve remains in good standing and performs more than one year but less than two years of continuous volunteer services to the Fire District after the Effective Date, the Reserve shall pay one-half of the Costs prorated through the end of the month in which the Reserve's volunteer services terminated.

V. REIMBURSEMENT FOR EQUIPMENT

The Reserve shall reimburse the Fire District for the replacement cost of all Equipment not returned to the Fire District upon termination of his/her volunteer services, regardless of the length of time the Reserve has served the District or the reason for the termination.

VI. TIMING FOR PAYMENT OF COSTS OR FOR EQUIPMENT

All Costs, and the replacement value of any unreturned Equipment, owed under this Agreement shall, without prior notice, presentment, demand or other action by the Fire District, become due and payable in three equal monthly payments as follows:

- A. The first payment shall be made on or before the 30th day after the date the Reserve's volunteer services terminated ("**Termination Date**");
- B. The second payment shall be made on or before the 60th day after the Termination Date; and,

C. The third payment shall be made on or before the 90th day after the Termination Date.

If the Reserve fails to pay the Costs and the replacement value of any unreturned Equipment in full in accordance with the requirements of this section, the Reserve agrees that the total amount owed shall be immediately due and payable in full to the Fire District. The Fire District may immediately take legal or equitable action to in a court of competent jurisdiction in Jefferson County, Colorado to collect the total amount owed under this Agreement.

VII. NO CONTRACT OF EMPLOYMENT

This Agreement does not create, and shall not be construed to create, an express or implied contract of employment for any period of time. The Reserve shall at all times be a volunteer within the meaning of the Fair Labor Standards Act and any other applicable federal, state or local law. The Reserve's volunteer services may be terminated by the Reserve or the Fire District at any time for any or no reason.

VIII. MISCELLANEOUS

Colorado law governs this Agreement. This Agreement is the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may only be amended by a document signed by the parties. If any provision is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement shall inure to the benefit of and be binding upon the parties and their legal representatives, successors, and permitted assigns. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this Agreement. In any dispute arising from or relating to this Agreement, the prevailing party shall be awarded its reasonable attorneys' fees, costs and expenses, including any attorneys' fees, costs and expenses incurred in collecting upon any judgment, order or award. This Agreement may be executed in several counterparts and by facsimile, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

ARVADA FIRE PROTECTION DISTRICT,
A political subdivision of the State of Colorado

RESERVE

By: _____
AFPD Representative Date

By: _____
Reserve Applicant Date