

**EXPLOSIVE ORDNANCE DISPOSAL
CIVIL SUPPORT RELEASE AND REIMBURSEMENT AGREEMENT**

AGREEMENT BETWEEN

EXPLOSIVE

ORDNANCE DISPOSAL UNIT OR COMMAND: _____ **AND**
REQUESTING AGENCY OR CIVIL AUTHORITY: _____

In the event that the United States, through the United States _____ begins explosive ordnance disposal (hereinafter referred to as "EOD") procedures upon (type device) _____ located at (street, location/city/state) _____ then, in consideration therefore, and in recognition of the peculiar hazards involved in the disposal of nonmilitary commercial -type explosives, chemicals, and similar dangerous articles, (requesting agency or civil authority) (hereinafter referred to as requester) _____ agrees:

1. To reimburse the Department of _____ for the costs involved in furnishing all requested EOD services. Such costs may include personal services of civilian employees, travel and per diem expenses for military and civilian personnel, and other expenses to include transportation and supplies, material, and equipment with prescribed accessorial charges; costs of consumed supplies, material, and equipment and such supplies, material, and equipment which is damaged beyond economical repair; and costs of repairing or reconditioning nonconsumable items not damaged beyond economical repair. (This paragraph is inapplicable and the requester does not agree to its provisions in instances when EOD assistance is requested for improvised explosive devices (homemade bombs and arson devices) or explosives which are abandoned or for which responsibility cannot be determined within a reasonable time.)
2. To consider all military and civilian personnel of the United States _____ involved in furnishing requested EOD services as its own agents or servants.
3. To hold the United States and the Department of the _____ and all military and civilian personnel of the Department of the _____ harmless for any consequences of services rendered pursuant to this agreement without regard to whether the services are performed properly or negligently. (This paragraph is inapplicable if requester is the United States Government or one of its instrumentalities.)
4. To indemnify the United States and the Department of _____ and all military and civilian personnel of the United States _____ for any costs incurred as a result of any claims or civil actions brought by any third person as a result of the services requested even though negligently performed, and to pay all costs of settlement or litigation.
5. To file no claim for administrative settlement with any Federal agency nor institute any action or suit for money damages in any court of the United States or any State for injury to or loss of property or for personal injury or death caused by the negligence or wrongful act or omission of any military or civilian employee of the United States _____ while such employee is engaged in rendering EOD services pursuant to this agreement.

AUTHORIZED REPRESENTATIVE OF REQUESTER

AUTHORIZED REPRESENTATIVE

DATE