

FIRE PROTECTION AGREEMENT

This agreement made this ____ day of _____, 20__, between the City of Sapulpa, a Municipal Corporation of the State of Oklahoma (referred to herein as "the City"); and _____ (referred to herein as "Subscriber"). Witnesseth: Whereas Subscriber is an owner/and or resident outside the city limits of the City but within a fire service area historically served by the City on a contract basis, and desires fire protection for the following described premises (list properties or structures covered):

And, whereas the Subscriber desires fire protection for the premises, such protection to be furnished by the City upon the following terms:

1. Fire protection services, which shall include emergencies ordinarily responded to by the Fire Department with fire suppression and/or life saving or assistance efforts, under this contract will begin on the effective date of this agreement, and will continue for a period of one year thereafter, at the fee set forth and properly marked by the Subscriber on Exhibit A, attached hereto. Should Subscriber elect to pay by monthly installments and fail to make any monthly payment when due or maintain monthly payments on time, the account shall be deemed delinquent and financial coverage for fire protection services shall be cancelled and no longer in effect for the period of delinquency. Should fire protection services be rendered for the benefit of Subscriber when the account is delinquent, Subscriber shall be obligated and agrees to pay all applicable fees for services rendered at the rate set forth in Sapulpa City Code, Appendix A, Section 13.13-207/13-208.
2. This contract may be renewed for subsequent one year periods by payment of an annual fee set forth in Exhibit A, not later than ten (10) days before the expiration of the initial, or any subsequent, one-year period, unless the City notifies the Subscriber in writing of its intention to terminate the Agreement. Failure by Subscriber to make timely payment of the renewal fee or to properly indicate the proper billing classification for Subscriber's premises to be protected hereunder, shall relieve the City of all obligation under this contract. In that event, Subscriber will be liable to the City for any fireruns made to the premises after the expiration of this Contract, at the rate set forth in Sapulpa City Code, Appendix A, Section 13.13-207/13-208.
3. Fire protection services are to be provided in accordance with the Sapulpa City Code. During periods when the grassfire index is extremely high the Sapulpa Fire Department may have to deny or delay response to grass fires in the extreme outer areas of our firerun boundaries in order to maintain adequate structure protection within our run area. With the limitation of manpower and resources, the ability of the Sapulpa Fire Department to cover such a large run area will necessitate grassfire prioritizing and placing some areas in a "watch status" in order to insure the best structure protection we possibly can during such periods of high grassfire incidence.
4. The City, in answering fire calls in accordance with this Contract, shall be considered an agent of the State of Oklahoma, acting solely in a governmental capacity. The City shall not be liable in damages for any act or commission, omission, or negligence while answering, return from or performing any fire prevention, fire fighting or other official work under the terms of this contract.
5. Subscriber warrants that the premises covered by this Agreement do not involve petroleum or hazardous materials production, transportation, or storage related facilities as set forth and defined in Ordinance No. 2662. The City shall not be responsible to provide any fire protection services for property involving petroleum or hazardous materials production, transportation, or storage related facilities as set forth and defined in Ordinance No. 2662.
6. The City reserves the right to bill firerun charges to the insurance company of the homeowner or the facility owner. Where no insurance exists or the insurance policy does not provide for firerun coverage, no additional charges will be assessed from the homeowner or the facility owner. Any firerun charges greater than the amount paid by the insurance company, will be waived by the City. Only those charges from outside service agencies (see paragraph 5) shall be billed to the facility owner.

I, Subscriber herein, agrees to the terms and conditions as set forth in this Agreement on the ____ day of _____, 20____.

City of Sapulpa, Oklahoma

Subscriber

Print Name _____

Print Name: _____

EXHIBIT A

Subscriber hereby elects the following method of billing for the Fire Run Contract fee:

Initials

_____ One time annual fee of \$150.00

_____ Monthly installment fee of \$15.00
(Includes a \$2.50 monthly processing fee assessed.)

Failure to pay the required amount will prevent any future contract agreement until the previous year is satisfied.