

Town of Mounds
PO Box 310
Mounds, OK 74047

FIRE PROTECTION AGREEMENT

This agreement made this ___ day of _____, 20___, between the Town of Mounds, a Municipal corporation of the state of Oklahoma (referred to herein as "the Town") and _____ (referred to herein as "subscriber").

Witnesseth:

Whereas, subscriber is an owner and/or resident outside the town limits of The Town but, within the fire service area shown on "Exhibit A" attached hereto, and desires fire protection for the following described premises: (list properties and /or structures to be covered).

Whereas, subscriber desires fire protection for the premises, such protection to be furnished by the Town, upon the following terms and conditions:

1. Fire protection, which shall include emergencies ordinarily responded to by the Fire Department to include fire suppression and 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 subscriber on attached exhibit "B", receipt of which is hereby acknowledged.
2. This contract will be renewed for subsequent one year periods by payment of an annual fee as set forth in paragraph 1 above not later than 10 days before the expiration of the initial, or any subsequent one year period, unless The Town notifies the subscriber in writing of its intention to terminate the contract not later than 30 days before the termination of any one year period. 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 Town of all obligation under this contract. However, subscriber will be liable to The Town for any fire runs made to the premises after the expiration of this contract, at the rate of \$275.00 per hour per truck for each vehicle run made to the premises in response to a request made by the owner or on his behalf, for the purpose of extinguishing or preventing fires, with a minimum charge of \$275.00 per run.
3. Fire protection is to be provided as follows:
 - a) That the annual contract payment may not be refunded, but that the premises covered by this contract shall be protected for one year regardless of change in its ownership.
 - b) That The Town Fire Chief may discontinue protection of the premises by a pro-rate refund of the annual fee;
 - c) That the sole discretion will rest with The Town Fire Chief as to the firefighters and equipment that will answer each alarm; and
 - d) Sending of firefighters and equipment under this contract will be subordinate to requests for, and rendering of, fire protection within the corporate limits of The Town.
4. The Town, 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 undersigned subscriber hereby agrees, The Town shall not be liable in damages for any act of commission, omission, or negligence while answering, returning from or performing any fire prevention, fire fighting or other official work under the terms of this contract.

THE TOWN OF MOUNDS

SUBSCRIBER

By: _____
Town Clerk or Designee

EXHIBIT "A"
MOUNDS FIRE RUN AREA

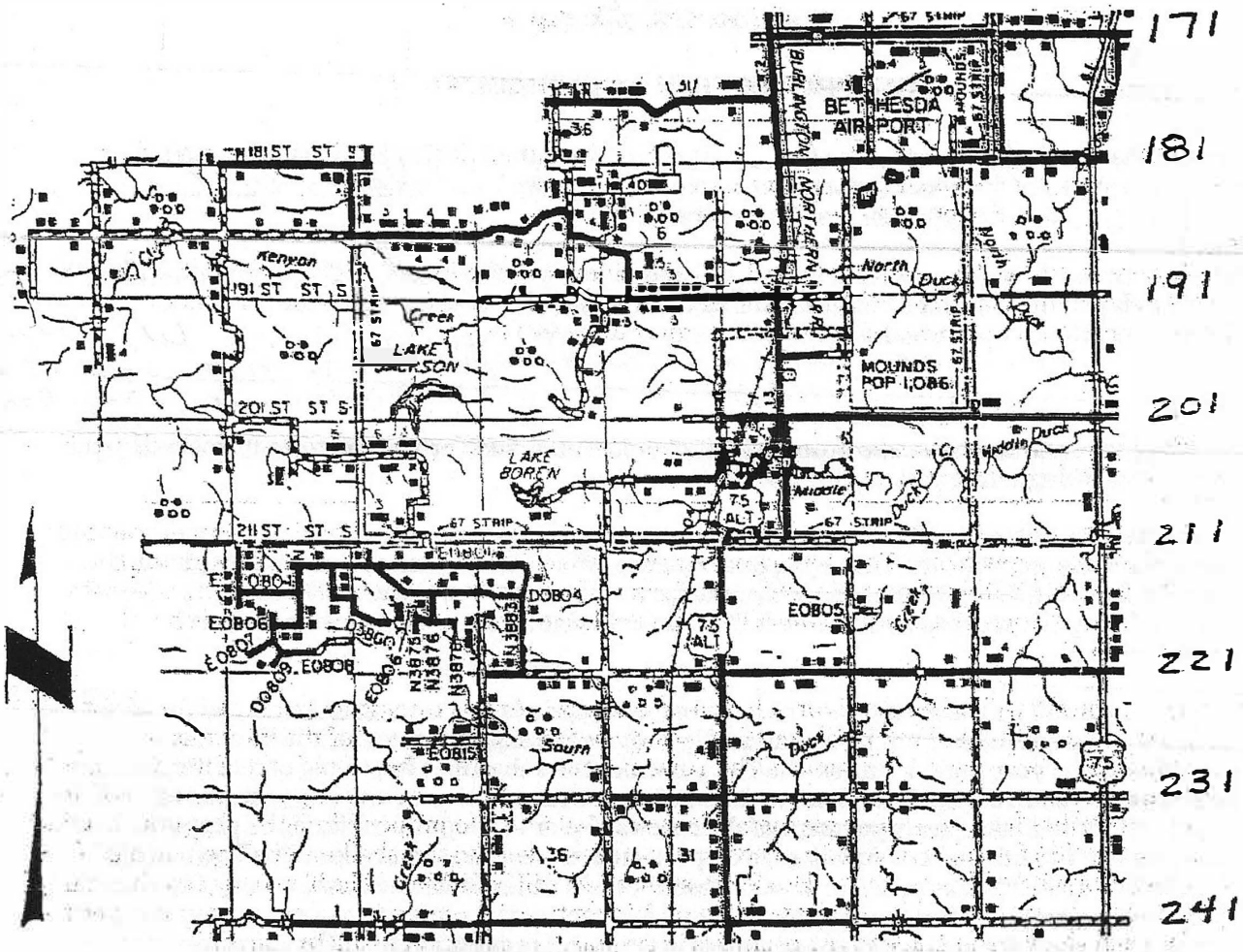


EXHIBIT "B"

The undersigned Subscriber hereby certifies that the property to be provided Fire Service hereunder, is most properly classified as:

- Residential () (Billing rate \$60.00 per year)
- Commercial () (Billing rate \$200.00 per year)
- Industrial () (Billing rate \$200.00 per year)

And that he/she prefers to be billed:

- Annually by mail ()
- On my water bill () (MOUNDS WATER WORKS CUSTOMERS ONLY)

Subscriber _____

Address _____