

FIRE PROTECTION AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 202_, between the Town of Chouteau, Municipal Corporation of the State of Oklahoma (referred to herein as "Town"), and _____ (referred to herein as "Owner").
(First & last name, physical and mailing address)

WITNESSETH:

WHEREAS, Owner is the owner of a dwelling house, structure or other building enclosed by the outside corporate limits of the Town, in Mayes County, Oklahoma, but inside the area designated by the Board of Trustees of the Town making up its fire protection district and which location is described as:

And:

WHEREAS, Owner desires fire protection for the premises such fire 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, this contract will begin at the time of signing the contract and will continue at a fee of \$75.00 per year or in case the initial coverage is for a period of less than a full year at the rate of \$6.25 per month, receipt of which is hereby acknowledged.

2. This contract will be renewed for subsequent one-year periods by payment of an annual fee of \$75.00 not later than fifteen (15) days before the expiration of the initial, or any subsequent, one-year period, unless the Town notifies the Owner in writing of its intention to terminate the contract not later than thirty days before the termination of any one-year period. Failure by Owner to make timely payment of the renewal fee shall relieve the Town of all obligations under this contract. However, Owner will be liable to the Town for any fire runs made to the premises after the expiration of this contract, at the rate of \$500.00 per run.

3. Fire protection is to be provided in accordance with Section 1-29 of the Chouteau Town Code.

4. The parties hereto further agree 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.

5. As provided in 11 O.S. Section 29-108, 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 Town shall not be liable in damages for any act of commission, omission, or negligence while answering, returning or performing any fire prevention, firefighting or other official work under the terms of this contract.

This agreement is executed the day and date above written.

OWNER:

THE TOWN OF CHOUTEAU:

Town Office Clerk