

**2017
CITY OF STILLWATER
RURAL FIRE SERVICE APPLICATION/CONTRACT**

NAME: _____

MAILING ADDRESS: _____

TELEPHONE: _____

PROPERTY ADDRESS: _____

COUNTY PROPERTY TAX IDENTIFICATION NUMBER: _____

The undersigned is the owner or lessee of the property located at the address indicated above. The undersigned hereby requests that the City of Stillwater provide fire services to this property in accordance with Sections 20.25 and 20.30, Stillwater City Code. The undersigned further represents that this property is:

1. situated within ten (10) road miles of the nearest Stillwater fire station; and
2. not located within the jurisdiction of another fire service entity; and
3. not owned by a federal, state, county or other local government entity; and
4. not primarily used for the storage, distribution, sale, transportation and/or disposal of flammable liquids and/or gases, or hazardous, dangerous, and/or other materials or activities regulated by federal or state law.

The undersigned acknowledges and agrees that the fire services rendered under this contract are provided under the terms and conditions attached hereto and that said owner or lessee shall pay any and all charges for such service(s) in accordance with said terms and conditions.

The undersigned further acknowledges that the City of Stillwater is immune from liability for any tort committed during the delivery of "fire protection" under the Oklahoma Governmental Tort Claims Act, 51 O.S. §151, *et seq.*, and/or 11 O.S. §29-108. The undersigned agrees that this contract does not abrogate such immunity nor does it create any additional right recognized at law or equity. The undersigned, on behalf of itself, its representatives, and/or assigns, does hereby forever hold harmless and release the City of Stillwater, its officers and/or employees, from any and all liability for property damage and/or personal injury resulting from the delivery of or failure to deliver fire services under this contract.

Executed this ____ day of _____, 20__.

PROPERTY OWNER OR LESSEE

(New Contract Applicants only – Renewals do not need a notarization)

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

Before me, a Notary Public in and for said County and State, on this _____ day of _____, 20__, personally appeared _____, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public

(SEAL)

My commission expires: _____

My commission number: _____

ACCEPTANCE

The above owner or lessee meets the requirements set forth in Section 20.30, Stillwater City Code, has tendered the required annual fee, and is accepted in the Rural Fire Service Program for calendar year 2017, effective

_____, 20__.

FIRE CHIEF

**2017
CITY OF STILLWATER
RURAL FIRE SERVICE PROGRAM
TERMS AND CONDITIONS**

The City of Stillwater agrees to provide fire services to owners or lessee of property located in unincorporated areas of Payne County in accordance with Sections 20.25 and 20.30, Stillwater City Code. The City of Stillwater makes no other representations or promises as to the delivery of such services by entering into this contract.

This contract shall be effective from the date of acceptance by the City of Stillwater and shall remain in effect until December 31, 2017. Services rendered prior to the effective date of this contract are not covered by the contract and any discounts and/or limitations offered herein shall not apply retroactively.

The annual fee for the rural fire service program is one hundred dollars (\$100.00). This fee shall not be pro rated for enrollment after January 1, 2017.

The term "property" as used in this contract shall mean any contiguous or adjacent parcel of land held under a common ownership or leasehold.

Charges for fire services rendered under this contract shall be billed on a "per run" basis. A "run" shall include all responses reasonably related to a single occurrence or event requiring fire services on a property within a single twenty-four (24) hour period.

The owner or lessee of property covered by this contract shall be responsible for payment for all fire services rendered at said property at the rates established by resolution of the Stillwater City Council. Charges for said services shall be capped at two thousand dollars (\$2,000.00) per run until December 31, 2017.

Multiple fires occurring on the same property originating from unrelated sources requiring multiple responses shall be billed separately.

Whenever a fire crosses property boundaries, the cost for services provided by the City of Stillwater to extinguish such fire shall be apportioned among the owner(s) or lessee(s) of properties receiving such services. The cost for services provided shall be based upon the amount of service provided to each property, as determined by the Stillwater Fire Chief or designee. In no case shall such costs be less than the minimum run charge.

This contract shall not cover fire services rendered by other fire departments called to assist the City of Stillwater under a mutual aid, inter-local, or similar assistance agreement. Charges for such services shall be billed at the discretion of the assisting department. The decision whether to utilize the resources of another fire department rests exclusively with the Stillwater Fire Chief or designee. The City of Stillwater shall not indemnify, hold harmless, or otherwise reimburse an owner or lessee of property for charges incurred for the services of another fire department.

This contract for service is transferrable to successor property owners or lessees.

Initials