

# VONORE FIRE DEPARTMENT SUBSCRIPTION

*This Subscription is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the Vonore Fire Department of the Town of Vonore, hereinafter called the Fire Department and \_\_\_\_\_, hereinafter call the Owners*

*Owners Names (s)*

*(Owners should likewise include tenants)*

## WITNESSETH:

*THAT WHEREAS, the Owners own a certain property or parcel of land lying outside the corporate limits of the Town of Vonore upon which is located a building or buildings; and*

*WHEREAS, the Town has agreed to respond to any call for assistance in case of a fire under the condition hereinafter set out; and*

*WHEREAS, the County of Monroe has given permission for the Vonore Fires Department to answer calls made by Monroe County residents who are situated outside the corporate limits of Vonore; and*

*WHEREAS, the Town of Vonore has, by appropriate Ordinance, authorized its Fire Department to answer such calls.*

## NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

### LOCATION OF THE PROPERTY:

1. *The exact location of the property covered by this agreement is: \_\_\_\_\_*

*(911 map location, if possible)*

*It is the responsibility of the Owner or Tenant to provide clear and concise directions which will enable responding personnel to quickly and easily locate the property of the Owner or Tenant which is the subject of this agreement.*

2. *The terms of this agreement shall be for one year and will automatically renew if fees are paid in advance for each additional year, with payment to be made on or before the commencement of the new term. A Subscription which has lapsed for failure to pay may be reinstated by the payment of appropriate fees by the landowner, which reinstatement shall be retroactive to the date on which the Subscription lapsed; SUBJECT however to the condition that the Fire Department has not been called upon to respond to an emergency on the Owners premises during the time the Subscription has lapsed. Nothing contained herein shall prohibit the landowner from obtaining a new Subscription after a prior Subscription has expired or lapsed; SUBJECT however to the requirement that any indebtedness owed by the subscriber to the Fire Department, if any, including for services rendered, shall be first paid. For the purposes of this agreement, it is agreed that the Fire Department shall be entitled to receive an amount shown on the Schedule of Fees adopted by the Town of Vonore for different types of fires for any call responded to during such time as the Subscription is suspended for nonpayment, which amount shall also be charged to new applicants who have received services prior to applying for this service. As in the case of the annual fee, the Schedule of Fees may be altered from time to time at the election of the Town and when so altered the new Schedule shall be applied uniformly, with copies being made available upon request.*

**ANNUAL FEE**

3. *The initial annual fee shall be \$250.00. The Fire Department reserves the right to alter, from time to time, the annual fee which shall be charged uniformly for all person or organizations in the same class or category.*
4. *Upon receipt of a fire call for assistance, the Fire Department will respond with equipment and trained personnel.*
5. *It is agreed that fires in progress in the Town will be answered first and no liability shall attach to the Town for failure to answer a fire call outside the Town limits if, in so doing, the Town's fire protection is diminished to the point that it cannot adequately protect property within the Town.*
6. *Fire Department personnel shall use their discretion with respect to answering calls which do not involve homes or permanent improvements to real estate or an immediate threat to homes or improvement of real estate.*
7. *This Subscription shall be for the property herein described and none other. If the owner owns separate parcels and they adjoin, this shall be considered one parcel. If they do not adjoin, a separate Subscription is required.*
8. *The Subscription shall be considered breached for violation of any of its terms and conditions, including the nonpayment of the annual fee. It shall be the affirmative duty of the Subscriber, Owner or Tenant desiring to maintain this Subscription in full force and effect to pay the annual fees when due regardless of whether or not the Fire Department sends out reminders or termination notices.*
9. *It is further agreed that the Town of Vonore and the Fire Department shall not be liable for damages on account of any alleged failure to exercise or improper exercise of judgment by the Fire Department or Town personnel when responding to such emergency as is contemplated by this agreement.*
10. *The parties agree that fighting fire is a dangerous and uncertain enterprise and that the Fire Department and Town of Vonore make no guarantees as to the results of its efforts when called upon.*

*Name of Homeowner's or Fire Insurance Carrier:* \_\_\_\_\_

*Agent:* \_\_\_\_\_ *Policy Number:* \_\_\_\_\_

*Owner of Property:* \_\_\_\_\_

*Address:* \_\_\_\_\_

*Telephone Number:* \_\_\_\_\_

*Tenant(s):* \_\_\_\_\_

*Telephone Number:* \_\_\_\_\_

*Town Representative Signature:* \_\_\_\_\_

*Owner(s)/Tenant (s) Signature:* \_\_\_\_\_