

CONTRACT FOR LIMITED FIRE PROTECTION OUTSIDE THE CITY LIMITS

City of Clifton

The City of Clifton, an incorporated municipality hereinafter referred to as "City", promises to provide fire-fighting assistance to individuals paying the hereinafter enumerated fees.

Individuals are deemed include property owners, corporations and business property, and shall be referred to hereinafter as "Subscriber".

WITNESSETH:

Whereas, the City, whose principal office is in the City of Clifton, Tennessee, and the Subscriber denoted by their signature below, wish to arrange for the fire protection services offered by the City to Subscriber located outside the City Limits of Clifton, and no further than a six (6) miles radius of the corporate limits of the City of Clifton, Tennessee.

Whereas, the City has established a fee schedule for the subscribers as follows: industrial or commercial businesses, including grocery stores, motels, service station, etc. is hereby included.

Residential property is hereby established at \$50.00 annually.

NOW, THEREFORE, in consideration of the mutual covenants and payment of fees and agreements contained herein, it is agreed by and among the parties hereto as follows:

1. The term or duration of this service agreement shall cover a period of one (1) year, or upon the rendering of services provided herein, i.e. one service call to a Subscriber by the Fire Department, or the expiration of one (1) year, whichever occurs first.
2. The coverage offered by this subscription shall remain with the property in the event of the sale, transfer or assignment of said property.
3. All Subscribers fees must be paid in full and in advance, before any protection under this contract becomes effective.
4. All firemen normally on the City roster shall be called in the event of a rural fire; however, said firemen shall utilize only the No. 2 fire truck and equipment. All parties to this contract realize that the prime responsibility of the City Fire Department is to the municipal residents. In event of a conflict of a fire occurring both inside and outside the corporate limits, the #2 pumper will be dispatched providing it is not being utilized. In the event of a municipal fire occurs while the Fire Department is engaged in fighting a rural fire, all but four (4) fireman who will remain in the rural area, must return to the corporate limits.
5. It shall be the duty and obligation of the Subscriber herein to provide two sets of filing cards, listing the property owner's name and by address (location); also indicating those authorized to request fire fighting assistance from the City.
6. All Subscribers shall agree that the City will not in any manner be or become liable to the Subscriber in damages or otherwise for any loss resulting from fire or otherwise to the property to be protected. Nor, shall the City be liable for any loss that may be sustained by the failure to provide sufficient fire premises to be protected. In the event that a Court of the State of Tennessee finds the City negligent in any manner, then and in that event, the maximum liquidated damages recoverable under this agreement, shall be limited to the Subscriber's fee paid by the subscriber.

7. The City hereby designates the City Manager to enter into the foregoing contract as their Agent, without the approval of the Commissioners or the Mayor.

Entered into on this the ____ Day of _____, 20__.

Signed:

Subscriber (Sign)

Subscriber (Print)

Witness:

Signed

Printed

City Manager (Sign)