

**SELIGMAN FIRE DISTRICT
SUBSCRIPTION CONTRACT FOR FIRE PROTECTION SERVICES
FIRE PROTECTION AGREEMENT**

This agreement is in effect for the remainder of the current fiscal year from this designated date.
EFFECTIVE DATE ____/____/____

IT IS THEREFORE MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

1. **Purpose:** The Seligman Fire District shall provide fire protection services to the individual property owner signing (Signor) this agreement under the following terms and conditions.
 - a. The sole purpose of this agreement is to provide fire protection services to individuals who, due to their residing outside of the Seligman Fire District boundaries, would not otherwise be entitled to Seligman Fire District services.
 - b. The Parties expressly agree that this contract shall not affect the standard of care owed or exercised by the Seligman Fire District in providing fire protection services.

2. **Duration/Scope:** This agreement shall run for the duration of FY 2008, and is binding upon all signatory parties, and their assigns and successors interest.

3. **Services provided:** Unless additional help is requested by the Incident Commander (Senior Seligman Fire Department Officer present), the Seligman Fire District shall provide, as the standard response on each fire suppression emergency call for the individual: One (1) Engine company (E-2)
 - a. The parties herein agree that the Seligman Fire District may respond with fewer units or personnel on the occurrence of any presently unforeseen circumstance, such as a major fire or several concurrent fires, or emergency, reduction in force, road closure or other situation in which there is a shortage of personnel or equipment.
 - b. If all fire units are busy or attending other calls or circumstances the Seligman Fire District will make every effort to extricate from the preceding incident in order to attend to and respond on each succeeding fire suppression/emergency call from the individual.
 - c. All Fire personnel and equipment responding to an emergency call from the Individual shall be under the command of the Senior Seligman Fire District officer present.

4. **Response Time:** The Seligman Fire District shall respond to each individual emergency call in the most responsible and expeditious time possible. The Seligman Fire District and the individual hereby acknowledges that response times are subject to variations due to existing weather conditions, travel distances, traffic conditions, property and road identifications, lack of adequate maps and familiarity with the out of district areas, and provisions of standard access to individual residences a defined in Section 6.

5. **Signor Obligations:**
 - a. The Signor shall provide the Seligman Fire District with **current routing** information to their residence at the time of the emergency call.
 - b. If the Signor leases the subject real property, the Signor shall provide a copy of this agreement, which shall be executed by any tenant who leases said property subsequent to the execution of this agreement. Failure to do so shall cause Signor to indemnify and hold the Seligman Fire District harmless for any and all claims asserted by the tenant and Signor hereby agrees to absorb all liability(ies) therein for said non-disclosure.

**SELIGMAN FIRE DISTRICT
SUBSCRIPTION CONTRACT FOR FIRE PROTECTION SERVICES
FIRE PROTECTION AGREEMENT**

6. **Standard Access:** The Seligman Fire District and the Individual hereby specifically acknowledges that standard access roads sufficient to allow the Seligman Fire District fire equipment to reach the scenes of emergency calls are a significant factor in the Seligman Fire District's ability to respond to emergency calls within a reasonable and expeditious time.

7. **Finance:** As consideration and payment for fire protection services to be provided by the Seligman Fire District, the Signor shall pay \$1.50 (Approximately the fire District tax rate established by Yavapai County) per \$100 Yavapai County Tax Assessed fair market value, per annum, which shall be reevaluated annually or \$25.00 which ever is the greater amount.

8. **Waiver and Disclosure of Liability:** In consideration for the Seligman Fire District's undertaking to make all reasonable attempts to respond to fire/emergency calls even in cases of substandard access to the scene, the individual expressly waives claim, expressly disclaims, and holds harmless the Seligman Fire District from any and all liability against the Seligman Fire District (jointly and severally) for any cause of action, controversy or claim by the Signor, or an invitee, licensee, or other party operating Signor's real property, arising out of a fire/emergency related incident and the Seligman Fire District's response thereto.

9. **Medical Personnel:** Although Seligman Fire District has certified Emergency Medical Technicians; there is no guarantee on their availability for Seligman and surrounding areas. Seligman Fire District will make an effort to provide the most qualified personnel available at the time of the emergency.
10. **Wild Land Fires:** Seligman Fire does not have a wild land fire division. Seligman Fire will attempt to control wild land fires if they threaten and are in close proximity to an occupied structure.

I, _____ (printed name), elect to receive Fire Protection from the Seligman Fire District by subscription. I understand that the fees listed herein are derived from the assessed value of my real and personal (in the case of a manufactured home) property as recorded by the Yavapai County Tax Assessor at \$1.50 per \$100 value.

I further understand that the Seligman Fire District may respond in the absence of a subscription, and I will be billed for those services at non-subscriber rates.

Parcel Number (s)	Assessed Valuation	Fire Protection Cost
_____	x 1.50	= _____

Seligman Fire District	Subscriber (s)
_____ Chairman	_____
_____ Clerk	_____
_____ Member	_____

Return to Seligman Fire District
PO Box 74
Seligman, Arizona 86337