

**2021 - 2022
City of Perkins
Rural Fire Protection Program
Application & Contract**

[] *Commercial (\$200.00)* [] *Residential (\$100.00)*

Name: _____ Phone: _____

Driver's License #: _____ SS#: _____ Date of Birth: _____

Mailing Address: _____ City/State/Zip: _____

Property Addresses: _____ (res/comm) Parcel #: _____

Property Addresses: _____ (res/comm) Parcel#: _____

*****EACH PROPERTY BILLED IN FULL*****

The undersigned is the owner or lessee of the property located at the address indicated above. The undersigned hereby requests that the City of Perkins provide fire services to this property in accordance with Sections 5-2-1 through 5-2-18 of the Perkins City Code. The undersigned further represents that this property is:

1. situated within ten (10) road miles of the nearest Perkins 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 Perkins 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 Perkins, 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.

Terms & Conditions

The City of Perkins agrees to provide fire services to owners or lessee of property located in unincorporated areas of Payne County in accordance with City Code. The City of Perkins 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 Perkins and shall remain in effect until August 31, 2022. 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.

RESIDENTIAL-The annual fee for the rural fire protection program is one hundred dollars (\$100.00). This fee shall not be prorated for enrollment after September 1, 2021.

COMMERCIAL-The annual fee for the rural fire protection program is two hundred dollars (\$200.00). This fee shall not be prorated for enrollment after September 1, 2021.

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

OVER 

