CONTRACT TO FURNISH FIRE PROTECTION COVERAGE TO AREAS OUTSIDE THE CORPORATE LIMITS OF DRESDEN, TN

This contract is made and entered into by and between The City of Dresden, TN (hereinafter called the "City" and _____, hereinafter called the "Owner" or "Tenant".

WITNESSETH

That for and in consideration of the sum of $70.00 per year, to be paid to the city in advance on or before July 1st year by the Owner or the Tenant, the party hereto agree as follows:

The City's Fire Department will answer fire calls to the dwelling and/or other buildings, or motorized vehicle, or grass fires, or other types of fires of the Owner or Tenant, subject to the limitations provided herein.

The agreement to furnish coverage shall commence at 12:01 a.m. on the day following the execution of this Contract and end at 12:00 midnight on the following June 30th unless the Owner or Tenant paying the next annual payment prior to renews it said time. Renewals of this contract shall run for a term of one (1) year, commencing at 12:01 a.m. on July 1st and ending at 12:00 midnight on June 30th, unless renewed as stated above.

If the Owner owns (or Tenant occupies) more than one parcel of land (as designated on the Weakley County Tax Maps), a separate Contract must be executed for each parcel of property to be covered. A single Owner/Tenant will not be charged for more than five (5) separate parcels. The Owner/Tenant of the five parcels must own the five (5) separate parcels, plus any additional Parcels.

The City is obligated under this contract and other contracts executed by non-residents of the City of Dresden to dispatch a maximum of two (2) fire apparatus outside the corporate limits of Dresden at any one time until mutual aid is received from another municipality. All parties to this Contract agree and understand that when the fire crew and apparatus are occupied with one or more fire calls, all subsequent calls must wait until the prior call or calls are completed. All calls will be handled on a "first called-first served" basis.

It is further understood by all parties to this contract that if a fire personnel and apparatus has been dispatched outside the city limits pursuant to this contract and a need develops for said apparatus and crew within the corporate limits of the City of Dresden, then at the decision of the Fire Chief the apparatus dispatched outside the city limits shall return to the city, it being understood that the fire department's primary responsibility is to the city residents.

The City, under this contract, is not obligated any specific number of firemen or apparatus to answer a fire call.

It is agreed and understood by the Owner and/or Tenant that in the event the fire apparatus designated by the City to answer the outside calls cannot, because of mechanical troubles, answer the fire calls, all such will await repairs to be made to the equipment or until mutual aid is received from another municipality.

It is expressly understood and agreed by the Owner and/or Tenant that the City, by this contract agrees only to furnish a maximum of two (2) fire apparatus and such paid on call fire-fighting personnel as are available, and it does not guarantee the efficiency of either the equipment or personnel. The City is in no way or manner an insurer under this contract and shall in no way or manner become liable to the owner for any failure or alleged failure to abide by this contract.

The Owner and/or Tenant expressly relieves the City from any and all liability or obligation for any injury and/or damage caused by any fireman, city employees, or other persons acting under the direction of the City, or city equipment used in the performance of this contract, and further expressly relives all personnel individually from any liability under this contract.

All contracts are in effect from July 1st at 12:01 a.m. (prevailing time)through the following June 30th 12:00 midnight. All contracts expire June 30th at midnight, of each year, unless renewed by the owner or tenant paying the full annual contract price,in such amount as set forth by the City, prior to said time. All contracts entered into or renewed after June 30th of any year commence on the 1st day following it's execution or renewal, and expire the next following June 30th, at midnight, unless renewed prior to said time as provided herein.

The City expressly reserves the right to renew this contract or any other contract at its sole discretion. Example: If a previous fire call charges or bills have not been paid or response has been due to a fire call to 911 or from a cell phone, liabilities not knowing owners name of the property.

The agreement of the City of Dresden to answer fire calls, as set out above does not affect the provisions of the City of Dresden ordinance requiring that payment be made for out-of-town fire calls to which response is actually made. The Owner and/or Tenant (or insurance carrier thereof) who is a party to this contract shall remain liable for payment of the charge levied under such ordinance for fire calls when men and equipment respond to the scene of this fire.

A charge of $750.00 will be billed to the property owner or name that appears on the contract for each fire call made. Your insurance company should pay for this fee, but if not the property owner will be liable for payment.

Date of This Contract: _____

In Testimony whereof, the parties hereto have hereunto set their hands.

CITY OF DRESDEN,TENNESSEE
BY: _____
MAYOR

_____
RECORDER

_____ *Tenant* _____ *Owner* _____ *Phone* _____

Location of Property: _____

_____

_____

_____ _____

Insurance Company *Name Signature*