

Name: _____

Phone #: _____

Address: _____

Date: _____

GREENEVILLE FIRE DEPARTMENT

THIS IS A LIMITED CONTRACT – READ BEFORE SIGNING

The Town of Greeneville, at the request of the party signing below, agrees to furnish a limited amount of fire protection to the property identified below, under the terms, conditions and limitations set out herein.

The conditions, terms and limitations are as follows:

1. This agreement shall be effective five days following the date of this instrument.
2. This agreement is subject to all limitations and conditions contained in the ordinance of the Town of Greeneville authorizing this contract, a copy of which is on file in the office of the Town Recorder of the Town of Greeneville for public inspection.
3. That the party signing this agreement understands and accepts the conditions that the Fire Department of the Town of Greeneville will not respond to a request for assistance to the property described herein, if, by so doing, the level of fire protection remaining in the Town of Greeneville is reduced to an unsafe level. The undersigned here joins with the Town of Greeneville in designating the Senior Officer of the Fire Department on duty at the time of a request for assistance as their joint agent authorized to make such determination and such decision shall be final. Also, the undersigned recognizes that conditions may arise within the Town of Greeneville, subsequent to the dispatch of equipment to the property described herein in response to a request for assistance, which will reduce the level of fire protection within the Town of Greeneville to an unsafe level; that, in such event, the equipment dispatched outside the Town Limits will be ordered back into the Town, whether there be a fire in progress at the property herein described or not. Undersigned

likewise joins with the Town of Greeneville in designating the Senior Officer of the Fire Department on duty at such time as a joint agent to make this determination and his decision shall be final. Undersigned agrees and covenants that they will save the Town of Greeneville, its agents and servants, harmless from all claims, suits or other legal proceedings for any failure to respond as provided herein or for leaving the covered property after dispatch thereto under the terms of this Section 3.

4. That undersigned is the owner of the property here covered.

5. That this contract is not transferrable or assignable and is for the benefit of the undersigned owner only.

6. That no personnel or equipment of the Town of Greeneville shall be placed in extraordinary jeopardy by virtue of traveling unsafe roads or by entering areas which threaten destruction by fire, beyond the normal hazards of the profession.

7. That the owner delegates to the Senior Officer of the Fire Department present at the scene full and complete discretion as to method and independent control of firefighting operations at the subject property, including full right of entry on the premises.

8. That all request for assistance will be turned in to the Fire Department in the following manner:

“There is a fire at _____
location. This property is protected by Out-of-Town Contract in the
name of _____.”

Undersigned owner acknowledges that he understands Fire Department records will be indexed to comply this the method of making an alarm set out above and that failure to properly report a fire may result in the alarm not being answered at all or on a delayed basis.

9. That the undersigned will pay to the Town of Greeneville for the keeping of these records and the limited fire protection herein provided the following charges \$ _____ per year for _____. The charges cover service under this contract for

one year following date of execution at which time this contract shall expire without further notice. Said charge shall not be refundable.

10. That this contract covers only the major buildings on the premises and customary accessory structures such as garages and storage buildings. The department will not be obligated to fight grass or woods fires hereunder other than to protect the buildings hereunder covered.

11. Separate buildings, except accessory structures mentioned in Section 10, must be covered by a separate contract.

12. The Town of Greeneville reserves the right to cancel this contract on five days written notice if frivolous alarms are made under this contract, in which event a prorate refund of charges paid to the Town of Greeneville will be made to the property owner.

Undersigned certifies that the above contract has been read in full, is understood and accepted and on this basis applies to the Town of Greeneville for limited fire protection.

This _____ day of _____, 20_____.

GREENEVILLE FIRE DEPARTMENT

By: _____

Fire Insurance With:

INSURED:

By: _____
