

CITY OF BROKEN ARROW

FIRE SUBSCRIPTION PROGRAM

DECLARATION OF NON-PARTICIPATION

FOR RESIDENTS AND ENTITIES OUTSIDE THE CITY LIMITS

As a resident or entity who owns or is otherwise in control of property located outside the city limits of Broken Arrow but within the Broken Arrow Fire Department's service area, you are eligible to participate in a \$90 annual Fire Subscription Program. This program is in addition to the Emergency Medical Services Program (LifeRide) established by the City of Broken Arrow for provision of ambulance services.

The Fire Subscription program allows you, as the person who owns or is otherwise in control of the property (subsequently referred to as the "property owner") and who is responsible to make a determination whether or not your property will participate in the program.

Participating properties pay no out-of-pocket costs for structure, vehicle, vegetation or other type fire calls when the Broken Arrow Fire Department is the responding agency. The Broken Arrow Fire Department collects available insurance dollars, but does not bill participating property owners for deductibles, co-payments, and other costs associated with firefighting services. This means that you will not pay should a fire occur on your property.

If you want to participate, you must notify the City of Broken Arrow and remit annual payment. You will then be included in the program, invoiced annually, and receive Fire Subscription benefits for a \$90 annual fee.

If you do not want to participate, you must fill out the appropriate form declining the Fire Subscription program no later than July 31. Please note that the form must be completed in its entirety Name, address, email address, and phone number. Forms should be returned to:

**City of Broken Arrow
C/O Fire Subscription Program
PO Box 610
Broken Arrow, OK 74013**

By submitting a Declarations of Non-Participation, you will not be eligible for Fire Subscription benefits offered by the Broken Arrow Fire Department unless you choose to participate in a future enrollment period, which would be open annually between August 1 and August 31.

If you have any questions about your obligations or options, please call the City of Broken Arrow, Finance Department.

BROKEN ARROW FIRE SUBSCRIPTION BENEFITS

Subscriber benefits: The Fire Subscription program is sponsored by the City of Broken Arrow, Oklahoma, through the Broken Arrow Fire Department. For a \$90 annual subscription payment charged to the property's owner, the property owner will not be charged for any out-of-pocket costs that would be incurred should the Broken Arrow Fire Department respond to a fire incident upon the property and/or structures, vehicles and other appurtenances located thereon. Properties eligible for the Fire Subscription program must be located outside the incorporated limits of the City of Broken Arrow, but within the designated fire service area of the Broken Arrow Fire Department, commonly known as the City of Broken Arrow Fenceline.

Excluded services: The Fire Subscription program provides for payment of all financial obligations by property owners for fire incidents. It shall be the discretion of the Broken Arrow Fire Department to determine the manner and priority of what resources (equipment and personnel) are assigned to respond to a fire incident at a subscriber's property. Fire incidents do not include incidents involving hazardous material spills, emissions, or contaminations. Property Owners are responsible for any related monetary charges assessed by any other federal, state, or local governmental agency, or by any private person, firm, or corporation. The Fire Subscription program is a financial benefit only and in no way represents a specific contract for response by the Broken Arrow Fire Department.

Agreement: Property owners acknowledge that the Fire Subscription program authorizes the City of Broken Arrow, Oklahoma, Broken Arrow Fire Department, and any assignee thereof, to seek payment for firefighting services provided by homeowners' insurance policies or other applicable third-party payers. It is the property owner's responsibility to provide the City of Broken Arrow, Broken Arrow Fire Department, or assignees thereof, with homeowners' insurance or third-party payer information pertaining to the property and/or structures, vehicles or other appurtenances located thereon. In consideration and payment of the subscription fee, property owners assign to the City of Broken Arrow, Broken Arrow Fire Department, or assignees thereof, all applicable benefits from insurance or other third-party payer for services provided under the Fire Subscription program. The City of Broken Arrow, Broken Arrow Fire Department, or other assignees thereof, will accept this assignment as payment in full for firefighting services provided. The City of Broken Arrow, Broken Arrow Fire Department, or assignees thereof, will file claims and is entitled to receive payment from all insurance or other third-party payers up to the amount of the usual charges for services provided.

DECLARATION OF NON-PARTICIPATION

I, as a resident, commercial property owner, or person otherwise in control of the property within the Broken Arrow Fenceline, acknowledge that I am electing not to participate in the Fire Subscription program for properties located outside the city limits of Broken Arrow, Oklahoma, but within the Broken Arrow Fire Department's response area (City of Broken Arrow Fence line). By not participating, I understand that my property will not receive Fire Subscription program benefits through the City of Broken Arrow and Broken Arrow Fire Department.

If the Broken Arrow Fire Department responds to a fire incident, reported by me or others, upon my property and/or buildings, vehicles, and other appurtenances located thereon, I will be responsible for the payment for all firefighting services provided by the Broken Arrow Fire Department, including out-of-pocket costs for deductibles, co-payments or any portion of charges not covered by insurances or third-party payers. The current fees and costs for services are contained in the City of Broken Arrow Manual of Fees.

I have read and understand the "Fire Subscription" information provided. I acknowledge that the City of Broken Arrow, Broken Arrow Fire Department, or assignees thereof, may use any and all legal means – including enlisting a collection agency and filing an item on my credit report—to collect debts related to firefighting services provided upon my property, whether I or another party requested them.

Under penalty of perjury, I declare that the information contained in this document is true and correct to the best of my knowledge and belief.

Signature _____

Print Name _____

Date _____