CITY OF BROKEN ARROW

FIRE/RESCUE & LIFERIDE SAVINGS 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/Rescue 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. Those participating in both programs will receive a discounted rate of $150 per year.

The Fire/Rescue 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/Rescue 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/rescue services. This means that you will not pay should a Fire/Rescue occur on your property.

If you want to participate, you must complete this form and remit payment to the City of Broken Arrow. You will then be included in the program, invoiced annually, and receive Fire/Rescue Subscription benefits for a $90 annual fee. You may also enroll in LifeRide using this form.

If you do not want to participate in either program, you must fill out this form declining the Fire/Rescue Subscription program and LifeRide no later than August 31. Please note that the form must be completed in its entirety name, address, email address, and phone number. Forms and payments must be returned to:

City of Broken Arrow Fire/Rescue Subscription Program, PO Box 610, Broken Arrow, OK 74013

Please check the appropriate box below:

☐ (Initial) I want to participate in *only* the Fire/Rescue Subscription program and will remit $90 to the City of Broken Arrow.

☐ (Initial) I want to participate in *only* the LifeRide program and will remit $90 to the City of Broken Arrow.

☐ (Initial) I want to participate in *both* LifeRide and the Fire/Rescue Subscription program and will remit $150 to the City of Broken Arrow.

Method of payment:

☐ Enclosed check # _____ ☐ Add to my City of Broken Arrow utility bill (Account # _____)

☐ Visa/MasterCard/Discover
Name on Card (please print): _____ Card # _____
Exp. Date: ____/____ Security code (3 digits on back of card): _____
Billing address and ZIP: _____

By participating in the Fire/Rescue and/or LifeRide Subscription programs, I agree to the terms and conditions as outlined on page 2 of this form.

Address:_____ZIP:_____

Print Name:_____ Signature:_____ Date: _____

Email:_____ Phone:_____

If you have any questions, please call Joy Clere in the City of Broken Arrow Finance Department at 918-259-2400 ext. 6595 or email LifeRide@BrokenArrowOK.gov.

TERMS AND CONDITIONS

PARTICPATING IN THE BROKEN ARROW FIRE/RESCUE SUBSCRIPTION BENEFITS

Subscriber benefits: The Fire/Rescue 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/Rescue incident upon the property and/or structures, vehicles and other appurtenances located thereon. Properties eligible for the Fire/Rescue Subscription program must be located outside the incorporated limits of the City of Broken Arrow, but within the designated Fire/Rescue service area of the Broken Arrow Fire Department, commonly known as the City of Broken Arrow Fenceline.

Excluded services: The Fire/Rescue Subscription program provides for payment of all financial obligations by property owners for Fire/Rescue 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/Rescue incident at a subscriber's property. Fire/Rescue 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/Rescue 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/Rescue Subscription program authorizes the City of Broken Arrow, Oklahoma, Broken Arrow Fire Department, and any assignee thereof, to seek payment for firefighting/rescue 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/Rescue 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/rescue 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/Rescue 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/Rescue Subscription program benefits through the City of Broken Arrow and Broken Arrow Fire Department.

If the Broken Arrow Fire Department responds to a Fire/Rescue 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/rescue 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.

By submitting a Declarations of Non-Participation, you will not be eligible for Fire/Rescue 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.

I have read and understand the "Fire/Rescue 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/rescue 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.