

**CITY OF PEORIA, ARIZONA**  
**SUBSCRIPTION CONTRACT FOR FIRE AND EMERGENCY MEDICAL SERVICES**

This agreement (Agreement) is in effect commencing on the second business day following execution and payment for a period of one year.

TODAY'S DATE \_\_\_\_\_

EFFECTIVE DATE \_\_\_\_\_

(Two Business Days from Receipt of Contract and Payment in full)

SUBSCRIBER NAME (Printed) \_\_\_\_\_

PLEASE INDICATE WHETHER YOU OWN \_\_\_ OR LEASE \_\_\_ THIS PROPERTY

PHYSICAL ADDRESS OF PROPERTY \_\_\_\_\_

MARICOPA COUNTY ASSESSOR PARCEL NO. \_\_\_\_\_

MAILING ADDRESS FOR SUBSCRIPTION INFORMATION

\_\_\_\_\_

CONTACT PHONE NUMBER \_\_\_\_\_

EMAIL \_\_\_\_\_

(If you would like a copy for you records, please include your email address)

IT IS UNDERSTOOD AND AGREED AS FOLLOWS:

1. **Purpose:** The City of Peoria, Arizona (Peoria) shall provide fire and emergency medical services to the individual property owner signing (Signer) under the following terms and conditions.
  - a. The sole purpose of this Agreement is to provide fire and emergency medical services to individuals who, due to their residing outside of the City of Peoria, Arizona boundaries, would not otherwise be entitled to Peoria services.
  - b. The Parties expressly agree that this contract shall not affect the standard of care owed or exercised by Peoria in providing fire and emergency medical services.
  - c. Medical services provided by Peoria include those emergency medical services authorized to be provided by emergency medical technicians and paramedics as determined by the State of Arizona.
2. **Duration/Scope:** This Agreement shall run for a period of one year from the effective date, and is binding upon all parties, and their successors in interest.
3. **Services provided:** Peoria shall provide the same level of service as provided to City residents through Peoria's participation in the Automatic Aid Intergovernmental Agreement.
  - a. The parties agree that the City of Peoria, Arizona response may be affected by the occurrence of any presently unforeseen circumstance, such as a major fire or several concurrent fires, or emergency, reduction in force, road closure or other situation in which there is a shortage of personnel or equipment.
  - b. If all fire units are busy or attending other calls or circumstances Peoria's response may be through the Automatic Aid System from another participating jurisdiction.
4. **Response Time:** Peoria shall respond to each individual emergency call in the most responsible and expeditious time possible in accordance with the Automatic Aid Intergovernmental Agreement.
  - a. Under the Automatic Aid Intergovernmental Agreement, Signer acknowledges that Peoria's response will be from the closest available unit under the guidelines of the Automatic Aid Intergovernmental Agreement.

- b. Peoria and Signer acknowledge that response times are subject to variations due to existing weather conditions, travel distances, traffic conditions, property and road identifications, lack of adequate maps and familiarity with the out of district areas, and provisions of standard access to individual residences as defined in Section 6.

**5. Signer Obligations:**

- a. The Signer shall provide Peoria with the location information above.
- b. If the Signer leases the subject real property, the Signer shall provide a copy of this agreement, which shall be executed by any tenant who leases said property subsequent to the execution of this Agreement. Failure to do so shall cause Signer to indemnify and hold the City of Peoria, Arizona harmless for any and all claims asserted by the tenant and Signer agrees to absorb all liability therein for said nondisclosure.
- c. Cancellation of a subscription will require a written notification. Refunds will be prorated by the day for those residents who cancel the contract.

**6. Standard Access:** Signer acknowledges that if their property is located on a private road that is not Maricopa County maintained, the failure by signer to ensure that such private road is maintained may delay response by City of Peoria, a fire equipment to reach the scenes. Further, such lack of maintenance of private roadways is a significant factor in Peoria's ability to respond to emergency calls within a reasonable and expeditious time.

**7. Finance:** As consideration and payment for fire and emergency medical services to be provided by Peoria, the Signer shall pay at the time of execution of this Agreement the annual subscription fee of four hundred and fifty dollars (\$450.00). Should Signer's check for the subscription fee be dishonored, this Agreement is null and void. City shall charge a Non-sufficient funds fee for all dishonored checks. Failure to pay the annual subscription fee on or before the expiration date of the Agreement shall automatically terminate this Agreement.

**8. Waiver and Disclosure of Liability:** In consideration for Peoria's undertaking to make all reasonable attempts to respond to fire/emergency calls even in cases of substandard access to the scene, the individual expressly waives claim, expressly disclaims, and holds harmless the City of Peoria, Arizona from any and all liability against the City of Peoria, Arizona (jointly and severally) for any cause of action, controversy or claim by the Signer, or an invitee, licensee, or other party operating Signer's real property, arising out of a fire/emergency related incident and the City of Peoria, Arizona's response thereto.

**9. Legal:** This is the full agreement and may not be modified, except in writing signed by both Parties. The agreement is only for the benefit of Signer and Peoria and no third parties are intended to benefit. The Agreement shall be governed under the laws of Arizona.

City of Peoria, Arizona

\_\_\_\_\_  
BOBBY RUIZ, FIRE CHIEF

\_\_\_\_\_  
DATE

Subscriber:

\_\_\_\_\_  
SUBSCRIBER SIGNATURE

\_\_\_\_\_  
DATE

Mail to:  
City of Peoria, Arizona  
Attn. Fire-Medical Department  
8401 West Monroe  
Peoria, AZ 85345

Return in person at:  
Peoria Fire-Medical Department  
8351 West Cinnabar Ave  
Peoria, AZ 85345

[www.peoriaaz.gov/firesignup](http://www.peoriaaz.gov/firesignup) - 623-773-7279

**FOR EMERGENCIES CALL 911**