

MEMBERSHIP APPLICATION

For Out-of-Town Firefighting Service and/or Non-Medical Emergency Service

TO: Chester Fire Department
1330 Swanwick Street
Chester, IL 62233

The undersigned, _____, referred to in this application as Customer, request(s) that the City of Chester Fire Department, referred to in this application as the City, furnish firefighting service and/or non-medical emergency service at the following premises:

Street Address:

City, State, Zip:

If you would like information concerning this application mailed to an address other than as listed above, please note:

Name:

Street Address:

City, State, Zip:

Check here if you own the property: _____

If you do not own the property, please provide the owner's name and address:

Name:

Street Address:

City, State, Zip:

In consideration of the mutual covenants and promises contained in this agreement, the parties agree as follows:

SECTION ONE - AGREEMENT TO SELL AND BUY

The City shall sell to Customer, and Customer shall purchase from the City, during the term of this agreement, a membership for firefighting service and/or non-medical emergency service.

SECTION TWO - RATES

Customer shall pay the City for the membership under this agreement the amount set forth in Paragraph B of Section 30-5-23 of the Revised Code of Ordinances of the City of Chester as amended - presently \$60.00 per year. In the event that the Customer fails to make the timely payment for this membership and agreement, the Customer will be subject to the rates in effect at the time of the call for service under Paragraph C of Section 30-5-23 of the Revised Code of Ordinances [which is presently \$1,500.00 for the first hour (minimum charge) and \$375.00 for each fifteen (15) minutes or portion of any subsequent quarter hour thereafter, which may be increased or decreased by ordinance of the City Council]. The membership fee shall not be prorated. The Customer agrees that the annual fee for membership and this agreement may be increased or decreased for subsequent years by ordinance adopted by the City Council of the City of Chester and in such event the Customer agrees to pay the new annual membership fee upon notice from the City.

SECTION THREE - PAYMENT

The fee for this membership agreement for out-of-town firefighting service and/or non-medical emergency service supplied under this agreement shall be due and payable upon submission of this application. In future years, the membership agreement shall cease if the annual fee is not paid within thirty (30) days of date that the bill is mailed by the City.

SECTION FOUR - PLACE OF DELIVERY

Firefighting service and/or non-medical emergency service shall be delivered by City to Customer at the address as listed on Page 1 of this application, and shall be rendered to the Customer when needed anywhere within the area defined in Paragraph A of Section 30-5-23 of the Revised Code of Ordinances of the City of Chester.

SECTION FIVE - TYPE OF SERVICE

The service to be provided to the Customer shall be firefighting and non-medical emergency service of the type normally provided by the Chester Fire Department.

SECTION SIX - TERM

Services under this agreement shall begin on August 1 of the current year (or upon submission and approval of the application and payment if after August 1 of the current year). Service shall continue until July 31 of the following year or until terminated by either party to this agreement by giving the other thirty (30) days written notice of such termination. Upon termination, there is no refund of the annual fee. Membership and this agreement may be renewed annually by paying the appropriate fee to the City of Chester Fire Department by August 1 of each year.

SECTION SEVEN - GOVERNING LAW

This agreement shall be governed by, construed and enforced in accordance with Section 30-5-23 of the Revised Code of Ordinances of the City of Chester and any subsequent amendments thereto and the laws of the State of Illinois.

SECTION EIGHT - ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

SECTION NINE - NOTICES

Any notice provided for or concerning this agreement shall be in writing and shall be deemed sufficiently given when mailed to the respective address of each party as set forth on Page 1.

By signing below, I agree to the terms of this agreement.

DATE: _____ CUSTOMER: _____

DATE APPROVED: _____ FIRE CHIEF: _____