**AMES-BERN AMESVILLE VOLUNTEER FIREFIGHTERS, INC.**

**CONTRACT FOR FIRE PROTECTION AND EMERGENCY SERVICES**

 This agreement, made and entered into this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020 between Ames-Bern Amesville Volunteer Firefighters, Inc. (ABAVFD) and Village of Amesville.

ABAVFD will answer emergency service calls and provide services with its equipment and volunteers to residents of the Village of Amesville.

 In the event of multiple calls at the same time, it shall be within the discretion of the Fire Chief or the officer in command of the ABAVFD and depending on available manpower, which call to respond to first, with life threatening and/or imminent dangers taking precedence in no event shall ABAFVD be liable for damages for failure to answer a call or for lack of speed in answering a call.

 The Village of Amesville shall provide to the ABAVFD a building to house an office and fire and emergency equipment. ABAVFD shall promptly reimburse the Village of Amesville for 70% of the cost of electricity and natural gas supplied to said building. The Village of Amesville shall provide ABAVFD copies of electric and natural gas bills and said reimbursements shall be made quarterly.

ABAVFD shall be responsible for the cost of repairs and improvements to the portion of said building it has exclusive use of. The Village of Amesville shall be responsible for the cost of repairs and improvements to the portion of said building it has exclusive use of. The parties shall share the costs for repairs and improvements to shared space, specifically the kitchen, bathrooms, meeting room, with the following percentages: ABAVFD 60%; Village 40%.

 This agreement shall be in effect after the date of signing and shall remain in effect until one of the parties defaults or one party serves on the other party a written notice thirty (30) days in advance, that it intends to terminate this contract. If at any time this agreement should become null and void, the parties agree that ample time be given to enter into a new contract. This agreement supersedes any and all prior agreement, either written or oral, and any such agreements become null and void upon the signing of this contract by both parties.

 The parties hereby represent to the other party that the signatures appearing below are authorized by the Council of the Village of Amesville and the board of ABAVFD.

VILLAGE OF AMESVILLE AMES-BERN AMESVILLE VOLUNTEER

 FIREFIGHTERS, INC.

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Gary Goosman, Mayor Brant Dennis, Chief