

Billing Services Agreement

This Billing Services Agreement (the "Agreement") is made between PA Fire Recovery Service located at 7260 Periwinkle Drive – Macungie, PA 18062 ("PAFRS") and City of York – 101 South George Street – York, PA 17401 ("Customer"), and sometimes collectively referred to as the "Parties". This agreement can be amended, modified and supplemented from time to time in the manner provided for below.

PAFRS and Customer agree to contract PAFRS to bill for Fire Incidents that have occurred or will occur in the Customer's Township or Municipality under the following terms and conditions:

1. PAFRS will provide billing service on behalf of the "Customer" in accordance with their by-laws/guidelines.
2. Customer will pay PAFRS fifteen percent (15%) of all monies collected on their behalf through the billing efforts of PAFRS. This percentage is for incidents collected on from the Incident Report Date and for a period of 6 months after.
3. If an incident is collected on that exceeds the condition set forth in condition #2, the Customer will pay PAFRS thirty percent (30%) of the monies collected on their behalf for incidents that fall under this period.
4. Customer shall pay to PAFRS the percentages as set forth above on only the total amounts collected on the customer's behalf by PAFRS. PAFRS will collect and deposit monies collected into an account and issue payment monthly to The Customer, less the percentages as set forth above on total amounts collected. This payment will be issued along with copies of all checks received and an up to date collections statement.
5. The Customer will provide detailed incident reports to PAFRS on an agreed upon format via Online Submission, Fax, Mail or Email. These reports are to be submitted in a timely manner after the incident occurred.
6. The agreement shall be for a period of 1 year from the Effective Date (the "Term") unless terminated earlier in accordance with the provisions of this Agreement. This agreement shall automatically renew for successive one (1) year periods, unless either party provides at least sixty (60) days written notice, prior to the end of the term, of that Party's intent not to renew.
7. Either Party has the right to terminate this contract with 60 days written notice at any time during the contract period. If notice is given and the contract is terminated, The Customer remains obligated to pay PAFRS for any outstanding billings that are collected up to and after the termination date. PAFRS remains obligated to remit to the Customer any monies collected from outstanding billings up to and after the termination date.
8. It is understood by both parties that the Customer has final determination on what incidents are submitted to PAFRS for billing, and the Customer has sole discretion on what collections are to be pursued.
9. It is understood that residents will never be billed directly for Emergency Services rendered by fire department.
10. PAFRS will defend and indemnify Customer and hold it harmless from any and all losses, claims, costs, expenses, damages, actions and liabilities whatsoever.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed on its behalf by its duly authorized officer.

PAFRS

Customer:

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date