

RESIDENTIAL SNOWPLOWING HOLD HARMLESS AGREEMENT

Entered Into This _____ Day of _____, A.D. 20_____.

The County of Athabasca No. 12
A municipal corporation in the Province of Alberta
(hereinafter referred to as the "County")

Of The First Part

AND

(Name)

(Address)

(Phone)

(hereinafter referred to as the "Owner")

Of the Second Part

WHEREAS:

The "Owner" is the owner, purchaser or lessee of the following lands described as follows:

(Legal Description)

WHEREAS:

The "Owner" is desirous of having the "County" to snowplow his/her private driveway when such driveway is impassable or hazardous due to snow conditions, and,

WHEREAS:

The Owner will purchase snowplow flags at rates set by County Council.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT THE PARTIES AGREE AS FOLLOWS:

1. THAT the "County" agrees to snowplow the private residential driveway of the "Owner" when a snowplow flag is placed at the end of the driveway by the owner.
However, it shall be understood that such snowplowing shall only be undertaken at the discretion of the "County" and only after the public roads and highways have been cleared of snow to the satisfaction of the "County".
2. THAT the "Owner" shall save the "County" harmless from any and all claims arising from the "County's" activities in fulfilling that the terms of this Agreement.
3. THAT the "Owner" shall be responsible for informing any renter/purchaser/potential purchaser that this Agreement is in place and further the "Owner" shall notify these parties of their need to sign a new agreement with the "County".
4. THAT this Agreement shall survive the tenancy of the land so described above, unless the written consent as described in Item #3 above is given.
5. THAT the "County" shall have the right to refuse to snowplow any private driveway which, in the operator's opinion, will be hazardous or difficult to snowplow.
6. THAT this Agreement may be terminated by either thirty (30) days notice in writing to the other party and the Agreement shall be deemed to be renewed annually on January for the coming year if no such notice is given.

In Witness Whereof This Agreement Has Been Duly Executed By The Parties Hereto:

OWNER:

COUNTY OF ATHABASCA NO. 12
