

THIS AGREEMENT made this _____ day of _____ A.D. 20_____.

between

THE MUNICIPAL DISTRICT OF PEACE NO.135, a Municipal Corporation,
(hereinafter called "the Municipality")

OF THE FIRST PART

_____ and _____
_____ of _____, in the
Province of Alberta (hereinafter called "the Owner")

OF THE SECOND PART

IN THIS AGREEMENT "Owner" shall extend to and include a Lessee of lands.
WHEREAS the "Owner" is the owner, purchaser or lessee of the following lands, namely:

and:
WHEREAS the Owner desires the Municipality to snowplow his private driveway when such driveway becomes impassable or hazardous due to snow conditions, and
WHEREAS the Owner desires the Municipality to snowplow his farmyard, graineries, haystacks and private airstrips upon his request.
NOW THEREFORE the Municipality and the Owner mutually agree as follows:

1. The Municipality agrees to snowplow the private driveway of the Owner when so requested by the Owner, provided that such snowplowing shall only be undertaken at the discretion of the Municipality and only after the public roads and highways have been cleared of snow to the satisfaction of the Municipality.
 - a) The Municipality agrees to snowplow the farmyard, graineries, haystacks and private airstrips when so requested by the Owner, provided that such snowplowing shall only be undertaken at the discretion of the Municipality and only after public roads and highways have been cleared of snow to the satisfaction of the Municipality.
2. The Owner shall indicate to the Municipality requests for snowplowing of lanes by flag, or in the case of other snowplowing, by phone or letter. At the option of the Municipality, the Owner's request for snowplowing shall be made in writing so as to avoid any dispute or misunderstanding as to the extent of the snowplowing operations requested by the Owner.
3. The Owner hereby agrees to pay the Municipality for each private land snowplowing job by purchasing a flag, at a rate determined by Council, and posting said flag in a visible and accessible place at the private driveway.
 - a) The Owner hereby agrees to pay the Municipality at government machine rates per hour for each farmyard, graineries, haystacks and private airstrip snowplowing job done by the Municipality at the request of the Owner, with a minimum rate of one hour machine time for each snowplowing job; and the time records of the Municipality with respect to snowplowing work shall be binding on the Owner in respect to the determination of the aforesaid charges.
4. The Owner agrees to pay all charges made by the Municipality for such snowplowing work not later than thirty (30) days following the date on which the Municipality mails a statement of such charges to the Owner. In the Event that the Owner does not pay his account as hereinbefore provided, the Municipality may refuse to do further snowplowing for the Owner until the account is paid, and any outstanding account for such snowplowing work shall be constituted debt due from the Owner to the Municipality.
5. The Owner hereby covenants and agrees that he will at all times indemnify and save harmless the Municipality, its servants, agents and employees from and against all loss, damage or injury however caused, which may at any time during the continuation of this Agreement occur to any person or to the property of any person including the Owner, as a result of any such snowplowing operations. More particularly, and without limiting the generality of the foregoing, the Owner covenants and agrees that any damage to the Owner's property resulting from the snowplowing operations shall be at the Owner's sole risk and expense.
6. The Municipality shall have the right to refuse to snowplow any private driveway, farmyard, grainery, haystack or private airstrip when in the opinion of the Municipality's operator it would be hazardous or difficult to do so.

IN WITNESS WHEREOF this Agreement has been executed on behalf of the Municipal District of Peace No.135 under its corporate seal, by its proper officers in that behalf, and has been duly executed by the Owner.

SIGNED, SEALED AND DELIVERED

in the presence of

Witness as to the Signature of the Owner

MUNICIPAL DISTRICT OF PEACE #135

per _____
Reeve

Municipal Administrator

Owner