



Lesser Slave River Transportation

PRIVATE DRIVEWAY SNOWPLOWING AGREEMENT

THIS AGREEMENT MADE ON

DAY

MONTH

YEAR

BETWEEN THE MUNICIPAL DISTRICT OF LESSER SLAVE RIVER, herein referred to as the MD in this agreement;

AND

_____, herein referred to as the OWNER in this agreement;

WHEREAS, the "Owner" is the owner, purchaser or lessee of the following land:

WHEREAS, the Owner desires the MD to grade or snowplow his/her private driveway when such driveway becomes impassable or hazardous.

THEREFORE, the MD and the Owner for the consideration hereinafter, agrees as follows:

1. The MD agrees to snowplow the private driveway of the Owner when so requested by the Owner, however, it shall be understood that such plowing shall only be undertaken at the discretion of the MD and only after key emergency routes and public roads have been cleared of snow to the satisfaction of the MD.
2. The Owner hereby agrees to pay to the MD the sum determined by the current schedule of fees, plus GST, per Snowplow Flag or Flags. Seniors, 65 years or older, receive a discount of 50%.
3. The Owner hereby agrees that each Flag purchased will entitle them to have their driveway snowplowed by the MD from the residence to the roadway, to a maximum distance of 0.4km (400m) per Flag. Upon completion of the plowing, the operator will collect the Flag for return to the MD office.
4. The Owner hereby covenants and agrees that he/she will at all times indemnify and save harmless the MD, his servants, agents and employees from and against all loss, damage or injury however caused, which may at any time during the continuance of this agreement occur to any person or the property of any person including the Owner.
5. The Owner shall not assign or transfer their interest under this agreement without first obtaining the written consent of the MD.
6. The MD shall have the right to refuse to plow any private driveway that in the opinion of the grader operator will be hazardous or difficult to plow.
7. The Owner shall not be entitled to a refund for any purchased Flags.
8. Flags at all times shall remain the property of the MD.
9. This agreement expires on May 31 of each year and must be renewed annually.

THIS AGREEMENT HAS BEEN DULY EXECUTED BY THE PARTIES HERETO,

NAME OF OWNER OR LESSEE

SIGNATURE

TELEPHONE NUMBER

NAME OF MD REPRESENTATIVE

SIGNATURE

DATE