



Lesser Slave River

Public Works

SNOWPLOWING AGREEMENT

THIS AGREEMENT MADE THIS _____ DAY OF _____, 20 _____

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

AND

_____, herein referred to 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 private driveway when such driveway becomes impassable or hazardous.

THEREFORE, the MD and the owner for the consideration hereinafter named, agree 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 the public roads have been cleared of snow to the satisfaction of the MD.
2. a) The Owner hereby agrees to pay to the MD the sum determined by the current schedule of fees, plus GST (1/2 price for seniors), per Snowplowing Request Flag, hereinafter referred to as the Flag or Flags, purchased from the MD.
b) 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 1/4 mile (0.4 km) per flag;
c) The MD will be responsible for returning the flags to the MD office.
3. Either Party may terminate this Agreement by serving Notice of Intent to do so on the other Party not less than 30 days in advance of the termination period.
4. The Owner hereby covenants and agrees that he 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 unless they move from the municipality.
8. Flags at all times remain the property of the MD.

THIS AGREEMENT HAS BEEN DULY EXECUTED BY THE PARTIES HERETO.

Telephone Number

Signature of Owner or Lessee

Date

Signature of Municipal Representative