

SECTION: TRANSPORTATION SERVICES

SUBJECT: HOLD HARMLESS AGREEMENT

Original Resolution No.: 92-11-12

Revision Resolution No.: 04-03-21

THIS AGREEMENT made this _____ day of _____, _____.

B E T W E E N :

COUNTY OF WARNER NO. 5

(hereinafter called "the Municipality")

OF THE FIRST PART

-AND-

(hereinafter called "the Owner")

OF , _____

(Full mailing address)

OF THE SECOND PART

WHEREAS the Owner has, subject to the terms and conditions as set forth herein, requested the Municipality to perform certain services for the benefit of the Owner, at the appropriate rental rate as outlined in Policy 320.60, 630.09 and 630.10 which are attached.

AND whereas the Municipality desires to perform such services for the consideration hereinafter set forth;

WITNESSETH NOW THEREFORE, that the parties hereto in consideration of the mutual covenants and agreements contained herein do hereby agree as follows:

1. The Municipality, for a period of 10 years, may perform requested services with the equipment listed in the above policies.
2. The Owner shall pay to the Municipality those rates of compensation listed in the above policies for those respective services that the Municipality agrees to provide to the Owner. The rates of compensation as indicated in Policy 320.60, 630.09 and 630.10 are, however subject to change from time to time at the discretion of Council.
3. The compensation due under this Agreement shall be paid to the Municipality within thirty (30) days of the date of the invoice.
4. If the Owner has requested the Municipality to plough snow on the Owner's land, the Owner hereby agrees to clearly mark the route to be ploughed so that the snowplough or other equipment used by the Municipality is not in danger of being damaged or doing damage to property obscured by snow or obscured in any other manner.
5. If the Owner has requested the municipality to spray the Owner's land for the elimination of weeds, the Owner hereby agrees that the Municipality shall not be deemed to represent, warrant, or otherwise guarantee the effectiveness of appropriateness of the chemical or chemicals used in such spraying operation, and the owner agrees to assume the entire responsibility for the selection and use of the appropriate chemical or chemicals.
6. The Owner represents that he is the owner of _____
(legal description)
which are the lands upon which the owner requests the Municipality's services, and the Owner agrees to indemnify and save harmless the Municipality in respect of any claims or demands which may at any

time hereinafter be brought against the Municipality or any employee of the Municipality performing the said service, or any action or claim against any person, firm or corporation which may be performing the service or any part thereof, on behalf of or at the request of the Municipality.

- 7. This agreement shall remain in force and shall be binding upon the parties hereto unless and until it is terminated as herein provided.
- 8. Either party to this Agreement may terminate the same at any time by giving three (3) months notice, in writing, to the other person by registered mail, addressed to the address for service as herein set forth.
- 9. At the expiration of the term of this agreement, such term shall be renewed for a period of 10 years thereafter, upon the same terms and conditions as herein contained unless with fourteen (14) days prior to the expiration of such term, either party to this Agreement shall serve upon the other a notice in writing by registered mail address to such person at the address for service as herein set forth stating his intention not to renew this Agreement.
- 10. The Municipality's address for service is P.O. Box 90, Warner, AB T0K 2L0.
- 11. The Owner's address for service is: _____
(mailing address)

IN WITNESS WHEREOF the Municipality has hereunto caused its Corporate Seal to be hereunto affixed attested under the hands of its proper officers in that behalf, and the Owner has hereunto set his hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED

in the presence of:

WITNESS AS TO THE SIGNATURE
OF THE OWNER

OWNER

COUNTY OF WARNER NO. 5 ADMINISTRATOR