

SNOW CLEARING AGREEMENT

Community Halls, Places of Worship, Cemeteries

4909-50 Street, Vegreville, AB, T9C 1R6 Phone: 780-632-2082 https://www.minburncounty.ab.ca

			(the	"Facility"),	as
represented by		, being the reg	gistered	owner of the	land
legally described as foll	ows (the "Lands"):			
Part of Section	Section	Township	Rang	ge W	4M
Rural Address:					

hereby confirms the Facility wishes to have the County of Minburn (the "County") plow the parking lot of and/or access road to the Lands. The Facility acknowledges that in relation to the Lands, there is a risk that in providing that service, the County or its agents or employees could cause some injury or damage to the Lands or any personal property or improvements on the Lands, and the Facility accepts that risk in requesting the County provide this service.

Accordingly, on behalf of the Facility, administrators, successors and assigns, and in consideration as hereinafter set out and other good and valuable consideration (the receipt and sufficiency of which consideration is hereby acknowledged) the Facility agrees as follows:

- 1. The Facility grants to the County the right to enter in, on or upon and use the Lands ("Right-of-Entry") by its employees, contractors, implements, machinery, and other equipment, on request by the Facility for the purpose of clearing snow, plowing the parking lot of and/or access road to the Facility's Lands, and any related work (the "Work") from the date of this Agreement until the Facility revokes such Agreement in writing to the County.
- 2. The Facility agrees that such Right-of-Entry is not a representation, commitment or guarantee by the County of any particular level of service or that the Work will continue to be performed by the County on request or at all.
- 3. In consideration of the Work, the Owner agrees as follows:
 - a) The County shall not be liable, directly, or indirectly, for any personal injuries that may be suffered or sustained by any person who may be on the Lands or for any loss of, or damage to, or injury to property belonging to the Facility or any other person, including any injury, loss or damage caused by negligence of the County, and:
 - b) The Facility shall at all times indemnify and save harmless the County, its officers, elected officials, employees and agents, from and against any and all liabilities, claims, demands, losses, costs, charges, expenses (including without limiting the generality of the foregoing, all legal fees and disbursements on a solicitor and own client basis, and any amount paid to

settle any actions or satisfy any judgements), actions and other proceedings in respect of anything arising from the Work or the County's access to or use of the Lands under this Agreement.

4. The Facility agrees and understands that the County will clear snow to only one access road and one parking lot per Facility, up to the Facility, and only on request by the Facility. The County reserves the right to deny access road or parking lot access clearing requests if the Director of Operations or their designate deems the access road or parking lot unsafe for County equipment.

And the Facility's agreement and obligations under this provision shall survive the expiry or termination of this Agreement, howsoever it occurs.

Dated this day of	20
Authorized Representative Name	Witness Name
Authorized Representative Signature	Witness Signature
Director of Operations	

Collection and Use of Personal Information

Personal information is collected in accordance with Section 4 of the *Protection of Privacy Act (POPA)*. It will be used to process the request. If you have any questions about the collection and use of the information, contact 780.632.2082.