

# SNOWPLOWING/GRADING AGREEMENT

THIS AGREEMENT MADE THIS

DAY OF

, A.D., 20\_\_\_\_

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**BETWEEN**

**LAC LA BICHE COUNTY** (hereinafter called the "County")

**OF THE FIRST PART**

**- AND -**

(hereinafter called the "Owner").

**OF THE SECOND PART**

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

;and

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(Municipal Address and Legal Land Description)

**WHEREAS**, the Owner desires the County to snowplow/grade their private driveway when such driveway becomes impassable or hazardous due to snow conditions.

**NOW THEREFORE**, the County and the Owner for the consideration hereinafter named, agree as follows:

- (1) The County agrees to snowplow/grade the private driveway of the Owner when so requested by the Owner however, it shall be understood that such snowplowing/grading shall only be undertaken at the discretion of the County and only after the public roads have been cleared of snow/graded to the satisfaction of the County, as to the "Snow Removal and Ice Control" Policy.
- (2)
  - (a) The Owner hereby agrees to pay to the County a sum of Twenty-five Dollars (\$25.00) per Snowplowing/Grading Request Flag "(hereinafter referred to as the Flag or Flags)" purchased from the County.
  - (b) The Owner hereby agrees that each Flag purchased will entitle him to have his **driveway only** snowplowed /graded by the County to the mutually agreed limits upon the Owner's property.
  - (c) The Owner hereby agrees that the maximum length of driveway to be plowed/graded for one **Flag is no longer than 300m based on the provision of the equipment dedicated to that task for a duration of 15 minutes or less.**
  - (d) Additional flags will have to be purchased for lengths of driveways exceeding 300m and/or requiring time exceeding 15 minutes. The number of flags will be prorated based on the length of driveway based on 300m increments.
  - (e) The Owner hereby agrees that the Flag or Flags placed at the entrance to the Owner's driveway shall be returned to the County upon completion of each snowplowing/grading.
- (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 County, its 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 his interest under this Agreement without first obtaining the written consent of the County.
- (6) The County shall have the right to refuse to snowplow/grade any private driveway that in the opinion of the grader operator will be hazardous or difficult to snowplow/grade.
- (7) The Owner shall not be entitled to a refund for any purchased Flags unless they move from the County.
- (8) Flag at all times remains the property of the County.

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the parties hereto.

**SIGNED** in the presence of:

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**OWNER OR LESSEE**

**SIGNED** in the presence of:

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