

MUNICIPAL DISTRICT OF NORTHERN LIGHTS NO.22
SNOWPLOW FLAG AGREEMENT

THIS AGREEMENT MADE THIS _____ DAY OF _____, A.D., _____

BETWEEN

MUNICIPAL DISTRICT OF NORTHERN LIGHTS NO. 22 in the Province of Alberta,
(hereinafter called the "M.D.")

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 lands:

_____ ; and

WHEREAS, the Owner desires the M.D. to snowplow his private driveway, located on the above noted lands, when such driveway becomes impassable or hazardous due to snow conditions, now

THEREFORE, the M.D. and the Owner for the consideration hereinafter named, agree as follows:

1. The M.D. agrees to snowplow the private driveway of the Owner when so requested by the Owner, who has purchased flag/s and placed them at the entrance to his driveway. However, it shall be understood that such snowplowing shall only be undertaken at the discretion of the plow operator and only after the public roads and highways have been cleared of snow to the satisfaction of the M.D.
2. a) The Owner hereby agrees to pay to the M.D. a fee of \$30 plus GST per regular flag, or \$10 plus GST per senior flag (price subject to annual review by the M.D.).
b) The Owner hereby agrees that each Flag purchased will entitle him to have up to 400m of his driveway snowplowed by the M.D. to the mutually agreed upon limits of the Owner's property.
c) The Owner hereby agrees that the maximum length of driveway to be plowed for one Flag is 400m. Additional plowing will require another flag, or more flags.
d) The Owner hereby agrees that the flag or flags placed at the entrance to the Owner's driveway will be picked up by the plow operator and returned to the M.D. upon completion of each snowplowing.
3. The Owner hereby covenants and agrees that he will at all times indemnify and save harmless the M.D., it's 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 person including the Owner.
4. The Owner shall not assign or transfer his interest in this Agreement without first obtaining the written consent of the M.D.
5. The M.D. shall have the right to refuse to snowplow any private driveway that in the opinion of the snowplow operator will be hazardous or difficult to snowplow.
6. The Owner shall not be entitled to a refund for any purchased flags unless he moves from the Municipal District.
7. The flag at all times remains the property of the M.D..

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

SIGNED in the presence of:

WITNESS

OWNER OR LESSEE

SIGNED in presence of:

AGENT

FOREMAN/LEAD HAND