

Senior

Handicapped

Non-Senior

THIS AGREEMENT MADE this _____ day of _____ A.D. 20 _____
 BETWEEN THE MUNICIPAL DISTRICT OF SPIRIT RIVER NO. 133
 (hereinafter called the "M.D.")
 OF THE FIRST PART
 - and -

 (hereinafter called the "Owner")
 OF THE SECOND PART

 (Confirmed Senior and / or Handicapped Status)

WHEREAS, the "Owner", Occupier, Purchaser, or Lessee, of the following lands:

 (Legal Description)

 (Address)

WHEREAS, the Owner desires the M.D. to blade or snowplow "(hereinafter referred to as Plowing or Plowed)" the private driveway of the Owner from time to time throughout the year.

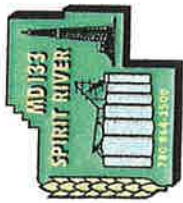
NOW THEREFORE, the M.D. and the Owner agree as follows:

1. The M.D. agrees to plow 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 M.D. and only after the public roads and highways have been plowed to the satisfaction of the M.D.
2. The Owner hereby agrees to pay the M.D. a sum of _____ plus GST per Plowing Request Flag "(hereinafter referred to as Flag or Flags)" purchased from the M.D.
3. The Owner hereby agrees that each Flag purchased will entitle him to have his driveway plowed by the M.D. The Owner hereby agrees that the maximum length of driveway to be plowed is ¼ mile (0.4 km) or a maximum of 15 minutes of plowing for each flag purchase. Additional time will require additional flag(s).
4. The Owner hereby agrees that the Flag or Flags will be placed at the entrance to the Owner's driveway prior to plowing.
5. This Agreement shall be a continuing agreement and shall not terminate until the Owner has a change in status or ceases to occupy the lands. Upon termination of this Agreement the Owner shall be entitled to turn in the Flags for a refund.
6. 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.
7. The Owner hereby covenants and agrees that he will at all times indemnify and save harmless the Municipal District of Spirit River No. 133, its servants, agents and employees from and against all loss, damage or injury however caused, which may at any time during the continuance of the Agreement occur to any person or the property of any person including the Owner.
8. The Owner shall not assign or transfer his interest under this Agreement.
9. The M.D. has the right to refuse to snowplow any private driveway that in the opinion of the snowplow operator will be hazardous or difficult to snowplow.
10. The Flag at all time 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



Municipal District of Spirit River #133

Box 389
Spirit River, Alberta T0H 3G0
E-mail: mdsr133@mdspiritriver.ab.ca
Website: www.mdspiritriver.ab.ca

Telephone (780) 864-3500
Fax (780) 864-4303

Driveway Snowplowing Instructions

Legal Description
Owner / Resident Name
Mailing Address
Approximate Length to be Plowed
Special Instructions

