



Snow Clearing Agreement Community Halls, Places of Worship, Cemeteries

Phone: 780.632.2082 Fax: 780.632.6296

Email: info@minburncounty.ab.ca

_____ (the "Facility"), as
represented by _____, being the registered owner of the land
legally described as follows (the "Lands"):

Part of Section _____ Section _____ Township _____ Range _____ W4M

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 under Section 33(c) of the Freedom of Information and Protection of Privacy. If you have any questions regarding the collection or use of this information, contact the FOIP Coordinator at 780-632-2082.