

**SCHEDULE A
SNOWPLOWING OF PRIVATE DRIVEWAYS FORM/HOLD HARMLESS AGREEMENT**



THIS AGREEMENT made this _____ of _____ A.D. _____
(day) (month) (year)

BETWEEN:

WESTLOCK COUNTY
a Municipal Corporation
(Hereinafter called "the County")
OF THE FIRST PART
-and-

_____ {landowner name(s)} _____ (phone no)
_____ (alt. phone no)
of _____, in the Province of Alberta) _____
(mailing address) (postal code)
_____ (optional)
_____ (email address)

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

IN THIS AGREEMENT, "the Owner" shall extend to and include a Lessee of lands.

WHEREAS the Owner is the Owner, Purchaser or Lessee of the following lands, namely:

_____ (legal land description) _____ (rural address) _____ (division)

AND WHEREAS the Owner desires the County to snowplow or otherwise perform maintenance on his private driveway, from time to time.

NOW THEREFORE, the County and the Owner mutually agree as follows:

1. The County may snowplow/maintain the private driveway of the Owner, in accordance with the County's Snowplowing of Private Driveways Policy.
2. 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 continuation of this Agreement, occur to any person, or to the property of any person, including the Owner, as a result of any such operations. More particularly, and without limiting the generality of the foregoing, the Owner covenants and agrees that any damage to the Owner's property resulting from the operations shall be at the Owner's sole risk and expense.
3. Causing, allowing or otherwise permitting the use of a flag at a location other than subject to a Hold Harmless Agreement, shall result in:
 - The Hold Harmless provision following the flag, if the property being serviced is owned by a person who has signed a Hold Harmless Agreement for the other property.
 - If the Owner has not signed a Hold Harmless Agreement, any liability incurred by the County in servicing a property displaying a flag, shall accrue to the person who has purchased, allowed or otherwise permitted the flag's use.
4. The County shall have the right to refuse to snowplow/maintain any private driveway when, in the opinion of the County, it would be hazardous or difficult to do so.

IN WITNESS WHEREOF this Agreement has been executed on behalf of Westlock County, by its proper officers on that behalf, and has been duly executed by the Owner.

Landowner

County Administrator

Witness

AW *g*
Initial Initial