



INDEMNITY AGREEMENT

Agreement made this _____ day of _____, 20__ between Rocky View County, Calgary, Alberta hereinafter called the “County” (of the first part), and

(Name) _____

Of _____ SEC _____ TWP _____ RG _____ W of _____ Meridian (Legal land description)

In the province of Alberta Hereinafter called the “Occupier” (of the second part).

WHEREAS the Occupier has requested that the County plow out the private laneway of the Occupier from time to time during the snow plowing season, the lane being located on:

AND WHEREAS the County is willing to provide such snow plowing services on the terms and conditions hereinafter set forth:

AND WHEREAS in accordance with Section 193 of the Municipal Government Act, the Occupier has determined to the best of his/her knowledge that no privately owned equipment is available for the purposes of snow plowing as hereinafter described:

NOW THEREFORE the parties hereto agree as follows:

The County shall not be required to snow plow the Occupier’s private driveway if the entrance to the driveway is not of sufficient width to allow the snow plow reasonable access to the driveway, and no compensation or refunds shall be payable to the Occupier if the County is prevented from snowplowing the Occupiers private driveway by reason of such inadequate access.

Minimum width requirement is 16 feet or 4.9 meters. The Occupier agrees that all snow plowing operations performed by the County pursuant to this Agreement shall be done and performed at the sole risk of the Occupier. The Occupier hereby releases and forever discharges the County from all manner of actions, causes of actions, suits, claims, and demands whatsoever, which against the County and its agents the Occupier ever had, now has, or which the Occupier hereafter can, shall, or may have for, by reason of any matter of thing done, or admitted or neglected to be done by the County, in connection with snow plowing operations performed or to be performed by the County pursuant to this Agreement.

The Occupier hereby agrees that he/she will at all times indemnify and save harmless the County, it’s servants, agents and employees from and against any and all claims for less or damages suffered by any person by reason or any matter or thing done or admitted of



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neglected to be done by the County in connection with snow plowing operations performed or to be performed by the County pursuant to this agreement

This agreement shall be a continuing agreement, and shall not terminate until the Occupier ceases to occupy the lands above described, or until written notice of termination is given by the County to the Occupier, but the agreements of the Occupier expressed in paragraphs four and five hereof shall survive any termination of the agreement.

This agreement shall ensure to the benefit and be binding upon the parties hereto and the respective executors, administrators, successors, and assigns.

IN WITNESS HEREOF this agreement has been duly executed by the Occupier/

Signed in the presence of

Witness

Occupier