

Schedule "A"
APPLICATION FORM AND HOLD HARMLESS AGREEMENT FOR PRIVATE SNOW CLEARING

THIS AGREEMENT made this _____ day of _____, 20____.



BETWEEN:

SMOKY LAKE COUNTY
(hereinafter called “the County”)

OF THE FIRST PART

(hereinafter called "the Landowner or Tenant")

OF THE SECOND PART

Landowner or Tenant Name (Print) _____

Landowners or Tenant Legal Land Description: _____ - _____ - _____ - _____ W4
 Quarter Section Township Range

Municipal Address: _____ **Sub-division Name** *(If Applicable)*: _____

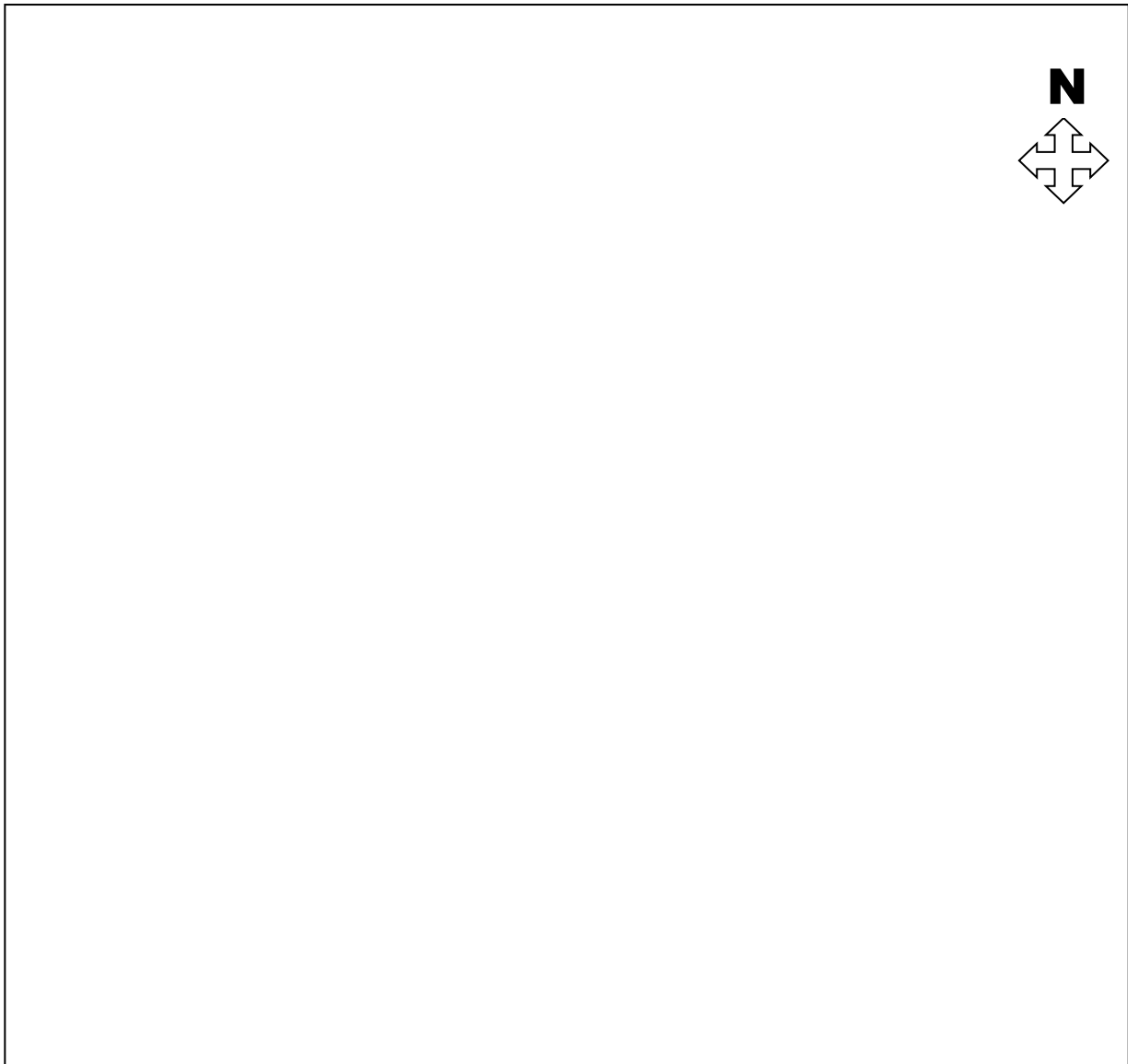
Flag Number(s) Issued: _____ **Cost per Flag: \$** _____

Total Amount Paid: \$

WHEREAS the Landowner or tenant has requested that the County be allowed to enter the property legally described above, to clear snow on the private residential driveway in accordance with the terms and conditions of **Policy Statement No. 03-35: Snow Clearing.**

NOW THEREFORE, the Landowner or tenant hereby agrees that the purchased snow clearing flag will entitle them to have snow cleared along the most direct route commonly used to access the residence, including the turn-around in the yard where safe to do so, as depicted on the **site plan** conditional upon accumulation of a minimum of **6 inches** of snow.

1. The Landowner or tenant agrees that the maximum length of the driveway to be serviced through the purchase of a flag is 200 lineal meters. Additional flags will have to be purchased for lengths of exceeding 200m.
2. The Landowner or tenant agrees that the flag(s) purchased are to be posted at the entrance of his/her driveway beside the municipal rural address sign, well before County snow clearing equipment is expected and agrees that the County is not responsible for flags that are blown away or stolen.
3. The Landowner or tenant, hereby covenants and agrees that they will at all times indemnify and save harmless the County, its servants, agents, employees, executors, administrators, and assigns, from and against any claim for loss, damage or injury, however caused to the property aforementioned by reason of the performance of the said work of snow clearing, whether such loss or damage is the result of the negligence of any servant, agent, or employee of the said municipality, or otherwise.

Site Plan:**AT A MINIMUM INCLUDE THE FOLLOWING INFORMATION IN YOUR SITE PLAN:**

- | | |
|---|--|
| ✓ Location of driveway. | ✓ All developed/undeveloped road allowances and right-of-way and/or easements. |
| ✓ Location of existing buildings. | ✓ Location of Private Sewage Disposal System (existing and/or proposed) |
| ✓ Location of existing access (es). | ✓ Location of power generation facilities (if applicable). |
| ✓ Location of any abandoned or active water wells. | |
| ✓ Location of shelterbelts, dugouts and water bodies. | |

IN WITNESS WHEREOF has hereunto set their hand and the day and year first above written.

SIGNED

}
}
}

SMOKY LAKE COUNTY

Landowner or Tenant (Print Name & Title)

Per (Print Name & Title):