



CYPRESS COUNTY

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AGREEMENT FOR BLADING/PLOWING RESIDENCE DRIVEWAY

Between:

CYPRESS COUNTY

(Hereinafter referred to as the "County")

And:

(Hereinafter referred to as the "Owner")

Description of work required: Blading ☐ Plowing ☐

The Owner is the registered Landowner of the following land:

Legal Description

Rural Address

Mailing Address

Phone Number(s)

The County and the Owner hereby mutually agree as follows:

1. Upon request by the Owner the County agrees to perform maintenance of their private driveway or farm access upon the understanding that these works will be undertaken after satisfactory completion of County roads in that area and a local grader is available.
2. The agreement will be applicable for both summer and winter maintenance requests.
3. The County shall have the right to refuse to maintain any private driveway or farm access road which is impractical, hazardous, or unsafe.
4. The Owner agrees to clearly mark the route to be maintained so that the County equipment is not in danger of being damaged or doing damage to property.

5. The Owner hereby gives Cypress County, its agents, workers, and equipment permission to enter upon the above lands strictly upon request, for the purpose of summer or winter maintenance of private driveways & farm accesses.
6. The Owner shall notify the County if any variations, installations, or hazards have occurred on the property since the date of signing the agreement.
7. The Owner shall, at all times, indemnify and save harmless the County and its employees from and against all loss, bodily or personal injury, property damage or liability sustained, however caused in the performance of this Agreement. Such indemnification shall ensure termination of this Agreement.
8. Charges will be invoiced at the rate set by Council in the Master Rates Bylaw in effect on the date service is provided. The Master Rates Bylaw is available for viewing on our website, www.cypress.ab.ca. Service will be provided based on availability of equipment and manpower.
9. If an invoice remains unpaid past 60 days, the Agreement will be terminated.
10. This agreement cannot be assigned or transferred.
11. The Owner hereby acknowledges that they have read, understand, and agree to the terms of this Agreement.

IN WITNESS THEREOF, the parties hereto have hereunder set their respective hands the day and year written below.

Owner (signature)

Date

Witness (signature)

Operations Foreman (signature)

Manager of Operations

Date

Completed forms may be returned by mail or by email to publicworks@cypress.ab.ca