



**MD of Pincher Creek No.9
Agreement to Purchase Services**



DRIVEWAY SNOW REMOVAL – DEADLINE SEPTEMBER 1, 2019

Between:

Landowner Name	Mailing Address	City	Prov.	Postal Code	Phone

Hereinafter called the APPLICANT(S) and the MD of Pincher Creek, hereinafter referred to as the MD, the APPLICANT(S) do hereby request the following driveway snow removal be done as outlined below:

Legal Land Description	Civic Address	Driveway Length (in meters)	Driveway Inspection Report Complete

WHEREAS, the Applicant desires the Municipality to snowplow his/her private driveway when the owner places a request with the Municipal Office.

NOW, THEREFORE, the Municipality and the Applicant for the consideration hereinafter named, agrees as follows:

1. The Municipality agrees to snowplow the private driveway each time the Owner requests snow clearing, however it shall be understood that such snowplowing shall only be undertaken at the discretion of the Municipality and only in the priority as specified in Policy C-PW-003A Driveway Snow Removal. As Municipal roads are top priority, driveways may take in excess of a week depending on weather and timelines. If snow removal is required earlier than this, the applicant should retain the services of a private contractor.
2. The applicant hereby agrees to pay the Municipality a charge as per Policy C-FIN-529 Fees and Charges.
3. The Municipality shall have the right to refuse to snowplow any private driveway that in the opinion of the snowplow operator will be hazardous or difficult to snowplow.
4. Prior to driveway maintenance, an inspection of the driveway by an MD employee has been completed.
5. To allow for proper driveway inspection, if your agreement is not completed prior to the deadline of September 1, 2019, there is no guarantee the service will be completed that year.
6. By signing this document you will waive certain legal rights including the right to sue, claim for damages, or seek compensation from the MD of Pincher Creek No.9
7. To **Hold Harmless and Indemnify** the MD from any and all liability for injury, death, property damage, property loss or any other loss or expense to any party, including myself/ourselves, or any other financial loss or expense including without restriction. Legal expenses and costs on a solicitor-and-his-own-client full indemnity basis, as a result of the MD supplying materials or services.

I acknowledge that I have read, have had the opportunity to ask questions and clarifications before signing, and understand this entire application form including the waiver of Liability and release and I agree to be legally bound by it.

Dated this _____ day of _____, 2019, in the MD of Pincher Creek in the Province of Alberta.

Applicant

Witness

As of this _____ day of _____, 2019, the MD will plow this driveway as per policy C-PW-003A.

Public Works Superintendent

This application is for "Aging in Place" as per policy C-PW-003A Driveway Snow Removal