



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



DUST CONTROL – APPLICATION DEADLINE MAY 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 dust suppression be done as outlined below:

Legal Land Description	Civic Address	Length (meters)

In consideration of the mutual covenants contained in this AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. The APPLICANT(s) agrees to pay for a minimum length of 100 lineal meters as per policy C-FIN-529 Fees and Charges.
 - a. **NOTE: Landowners in subdivisions that do not have more than 50 lineal meters in front of their property can apply for a minimum of 50 lineal meters.**
2. In consideration of weather conditions, traffic and road structure, there shall be **no warranty** period with respect to the performance or duration of the dust control.
3. The driveability and the safety of the road is the MD's top priority and the dust suppression area will be reverted back to its gravelled surface when deemed necessary by the graderman or his supervisor.
4. The MD shall attempt to initiate dust control activities within the first two weeks of June of each calendar year with due consideration given to weather, road conditions and supply of material.
5. To allow for product ordering and timelines, if your agreement is not completed prior to the application deadline of May 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.

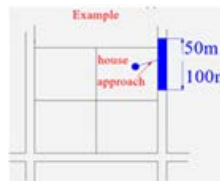
Dated this _____ day of _____, 2019, in the MD of Pincher Creek in the Province of Alberta.

Applicant

Witness

Important – Applicant Must:

- Indicate on the plan, the approximate location of the house and entrance/approach.
- Indicate the project area along Municipal road.
- Measure and mark beginning and end of section with ribbon on fenceline.



The MD reserves the right to adjust the section length to the agreed amount should a discrepancy exist.