

Senior or Handicapped

THIS AGREEMENT MADE this _____ day of _____ A.D. 20 _____

BETWEEN THE MUNICIPAL DISTRICT OF SPIRIT RIVER NO. 133 (Hereinafter referred to as "M.D.")

NAME: _____

hereinafter called "Owner") (Confirmed Senior and / or Handicapped Status) OF THE SECOND PART
WHEREAS, the "Owner", Occupier, Purchaser, or Lessee, of the following lands:

(Legal Description)

(Address)

WHEREAS, the Owner desires the M.D. to blade"(hereinafter referred to as Plowing or Plowed)" the private driveway of the Owner from time to time.

NOW THEREFORE, the M.D. and the Owner agree as follows:

1. The M.D agrees to plow the private driveway of the Owner when so requested by the Owner, however it shall be understood that such plowing shall only be undertaken at the discretion of the M.D and only after the public roads and highways have been plowed to the satisfaction of the M.D.
2. The Owner hereby agrees to pay the M.D. a sum of **\$125.00** plus GST per Plowing Request purchased from the M.D.
3. The Owner hereby agrees that each snowplow credit purchased will entitle him/her to have his/her driveway plowed by the M.D. The Owner hereby agrees that the maximum length of driveway to be plowed is 1/4 mile (0.4 km) or a maximum of 15 minutes of plowing for each snowplow purchase. Additional time will require additional snowplow credit purchases.
4. This Agreement shall be a continuing agreement and shall not terminate until the Owner has a change in status or ceases to occupy the lands.
5. The Owner hereby covenants and agrees that he/she will at all times indemnify and save harmless the Municipal District of Spirit River No. 133, it's servants, agents and employees from and against all loss, damage or injury however caused. which may at any time during the continuance of the Agreement occur to any person or the property of any person including the Owner.
6. The Owner shall not assign or transfer his interest under this Agreement.
7. The M.D, has the right to refuse to snowplow any private driveway that in the opinion of the snowplow operator will be hazardous or difficult to snowplow.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

SIGNED in the presence of:

Owner

Witness