

Rural Municipality of LeRoy No. 339

CUSTOM WORK APPLICATION – NON-LANDOWNER

Agreement to allow the Rural Municipality of LeRoy No. 339 to access private lands and permission to undertake custom work for a contracting party other than the Registered Landowner(s)

This agreement made this _____ day of _____, 20_____.

I, _____, as a representative of and on behalf of

(Hereinafter called the contracting party) (i.e. Company, Conservation and Development Area Authority)

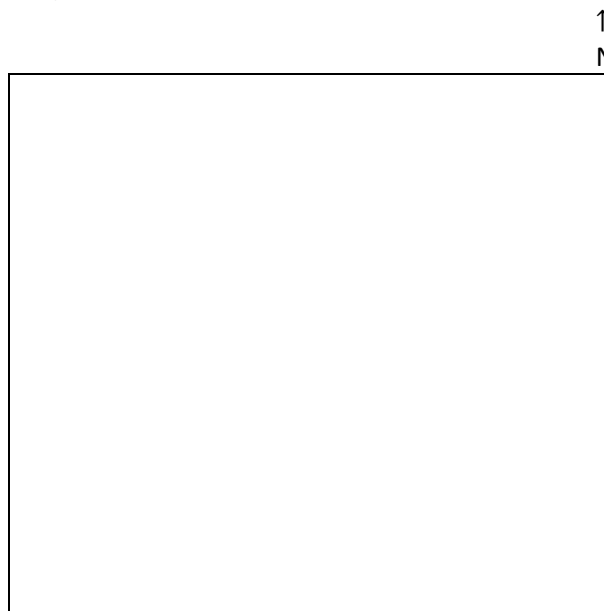
of (address) _____

do hereby authorize the following work to be completed by the Rural Municipality of LeRoy No. 339 (hereinafter called the "municipality") on a custom work basis and agree to pay for the same, on the following land(s):

Legal Land Description (s): _____

A description of the type of custom work to be undertaken: (i.e. clearing trees, mowing, snowplowing)

Sketch of area where the custom work is to be performed: (where the equipment is to access the site, location of all above and underground facilities, approximate distances, physical features (buildings, trees, creek, approaches, roads etc.)



I (we) _____ agree(s) that, from time to time and at all times hereinafter, I (we) will hold harmless and truly save, defend and fully indemnify the Corporation of the Rural Municipality of LeRoy No. 339, its employees and councillors from and against all actions, suits, claims and demands which may be brought against or upon the municipality, its employees or councillors for and against any loss, costs, damages or expenses which the municipality may sustain, suffer, incur or be liable to resulting from, or in any way incidental to the municipality in connection to services provided.

The municipality has requested information from me as to any property concealed because of snow or grass, any buried cable or pipelines (includes all underground installations and survey monuments) and in consideration of the municipality carrying out the work, I (we) the contracting party agrees to indemnify the municipality of any and all damages to property concealed because of snow or grass, any buried cables or pipelines and any and all consequential damage because of damage to property concealed, buried cables or pipelines. The contracting party accepts all responsibility regarding liability and trespassing.

The contracting party acknowledges that all the necessary easements and permits are in place for this custom work to be undertaken by the municipality. (ie. Saskatchewan Watershed Authority, Saskatchewan Environment, Department of Fisheries and Oceans etc)

I (We) _____
as Representative(s) of the Contracting Party, hereby agree to the above work being undertaken, to pay for the same, and agree to allow the employees and equipment of the municipality to access the work area for the purpose of undertaking the custom work.

Any additional comments or concerns:

_____.

Signature of Contracting Party Representative(s) _____
Date

Witness

I (We) _____
am (are) the registered landowner(s) and hereby agree to the above work being undertaken and agree to allow the employees and equipment of the municipality to access the work area via our property and to be on our property for the purpose of undertaking the custom work for the contracting party.

Any additional comments or concerns:

_____.

Signature of Registered Landowner(s) _____
Date

Witness