

RESIDENTIAL DUST SUPPRESSANT HOLD HARMLESS AND INDEMNITY AGREEMENT

BETWEEN:

FLAGSTAFF COUNTY
(Hereinafter called the "County")

- and -

(Hereinafter called the "Resident")

WHEREAS:

- (A) The County has direction, control, and management of all roads within its jurisdictional boundaries pursuant to section 18(1) of the *Municipal Government Act* RSA 2000 c M-26;
- (B) County Council recognizes that a private resident may desire dust suppressant products to be applied on public roads adjacent to the property on which they reside;
- (C) County Council has approved the County's Residential Dust Suppressant Policy allowing residents to organize, pay for, and oversee the completion of dust suppressant product application on public roads adjacent to the property on which they reside; and
- (D) The Resident has decided to organize, pay for, and oversee the completion of dust suppressant product application on public roads adjacent to their residence;

NOW THEREFORE in consideration for the County granting permission to the Resident to complete the work contemplated herein, and the mutual agreements made by each of the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the County and the Resident covenant and agree as follows:

- 1 The Resident shall organize, pay for, and oversee the completion of dust suppressant product application on public roads adjacent to their residence (the "Work"). Specifically, the Resident shall pay for, and oversee the Work on the section(s) of public road identified and highlighted on the diagram attached hereto as Appendix "A" and adjacent to the lands municipally and legally described as:

Rural Address: _____

Quarter: _____ Section: _____ Township: _____ Range: _____ Meridian: _____

(herein after referred to as the "Lands")

- 2 The Resident shall not use, or permit to be used any dust suppressant product on the portions of public road adjacent to the Lands and identified in Appendix "A" that is not found on the Alberta Transportation Dust Abatement Products List, as provided on the County's website and updated from time to time. Specifically, the Resident agrees to only use, or to only permit to be used the following dust suppressant product(s) from the Alberta Transportation Dust Abatement Products List on the portions of public road adjacent to the Lands and identified in Appendix "A":

(approved dust suppressant product(s) to be used)

- 3 The terms of the County's Residential Dust Suppressant Policy, as amended, renamed, or updated from time to time, shall form part of this Agreement.

- 4 The term of this Agreement shall be from the date of the Agreement until _____.
- 5 The County reserves the right to maintain all dust suppressant sections as required. This includes blading sections of dust suppressant areas with potholing, washboard, rutting, or other issues of concern.
- 6 The Resident hereby agrees as follows:
- (a) To assume all risk and expense associated with the Work, including the application of dust suppressant products on public roads adjacent to the Lands and identified in Appendix "A" and any waste, debris, or other consequence of the same. The Resident agrees to take any proper and necessary measures on, or in close proximity to public roads to complete the Work, at their sole expense, in a professional and good workmanlike manner, including but not restricted to measures to warn and to safeguard the travelling public as necessary and prudent, and so as not to cause any damage or loss to the public roads or any adjacent or nearby lands, and freely accepts and assumes all such risks, dangers, and hazards, and the possibility of injury, illness, death, property damage, or any loss or expense resulting from a failure to take such measures.
 - (b) To waive any and all claims that the Resident (their heirs, executors, administrators, insurers, lessees, agents, representatives, successors, and assigns) have now or may have in the future against the County, its councillors, officers, employees, administrators, contractors, insurers, successors, lessees, assigns, agents, and representatives, in relation to the Work to be undertaken or any activities incidental thereto.
 - (c) To release the County, its councillors, officers, employees, administrators, contractors, insurers, successors, lessees, assigns, agents, and representatives from any and all liability for any loss, damage, injury, or expense that may arise out of the Work or any activities incidental thereto (including, without limiting the generality of the forgoing, any loss, damage, injury or expense that may occur to the Lands or other nearby lands).
 - (d) To defend, indemnify, and hold harmless the County, its councillors, officers, employees, administrators, contractors, insurers, successors, lessees, assigns, agents, and representatives from and against all liabilities, losses, costs, damages, legal fees (including on a solicitor and his own client full indemnity basis), disbursements, fines, penalties, expenses, all manner of actions, causes or action, claims, demands, suits and proceedings, or whatever kind of nature, which the County, its councillors, officers, employees, administrators, contractors, insurers, successors, lessees, assigns, agents, and representatives may sustain, pay, or incur in connection with any action or other proceeding, claim, or demand made by a third party against the same relating to the Work, or any activities incidental thereto, whether or not authorized by the County, its councillors, officers, employees, administrators, contractors, insurers, successors, lessees, assigns, agents, and representatives or the Resident, including, without in any way limiting the generality of the foregoing:
 - (i) The cost of defending, counter-claiming, or claiming against third parties;
 - (ii) Any costs, liabilities, or damages to be paid arising out of judgment;
 - (iii) Any costs, liabilities, or damages to be paid arising out of a settlement of any action or matter entered into by the County, with the prior written consent of the Resident, such consent not to be unreasonably withheld by the Resident; and
 - (iv) Matters relating to the misconduct, willful action or willful failure to act, negligent action or negligent failure to act, as the case may be, of the Resident and/or any of those persons for whom the Resident is responsible

at law (including, without limitation, any of its contractors, agents, or subcontractors).

- (e) That this Agreement will be effective and binding upon the Resident, and their heirs, executors, administrators, insurers, lessees, agents, representatives, successors, and assigns.

7 The Resident represents to the County and acknowledges the following:

- (a) They have carefully read this Agreement and fully understand the terms and conditions of this Agreement and voluntarily accept the same;
- (b) They have not been influenced or coerced to any extent whatsoever by any representations, statements, or conduct of any description on the part of the County, or anyone on its behalf; and
- (c) They have had the opportunity to seek independent legal advice and other professional advice prior to executing this Agreement and have either:
 - (i) Obtained such independent legal or other professional advice; or
 - (ii) Waived the right to obtain such independent legal or professional advice.

8 This Agreement represents the entire Agreement between the parties and there are no representations or terms between the parties hereto dealing with the subject matter of this Agreement except as stated herein.

9 No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both parties hereto.

10 If any term of this Agreement or the application thereof to any party or circumstance is determined to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and each remaining term of this Agreement shall be valid and shall be enforceable to the fullest permitted by law.

IN WITNESS WHEREOF the parties hereto have executed this Agreement to be effective this _____ day of _____, 20__.

Witness Signature

Resident Signature

Print full name of witness

FLAGSTAFF COUNTY:

PER: _____
Chief Administrative Officer or Designate
(C/S)

APPENDIX "A"

[INSERT DIAGRAM IDENTIFYING WHAT PORTION OF PUBLIC ROADS ARE TO BE SUBJECT TO DUST SUPPRESSANT PRODUCT APPLICATION BY THE RESIDENT]