



Use of Equipment (with Village Employee) Liability Waiver and Indemnity Agreement

THIS AGREEMENT MADE THIS ____ DAY OF _____, _____

BETWEEN: **THE VILLAGE OF MARWAYNE**
a municipal corporation in the Province of Alberta
(hereinafter referred to as "The Village")

AND

_____ in the Province of Alberta
(hereinafter referred to as "The Resident")

WHEREAS the Resident includes an owner, purchaser, lessee or occupant;

AND WHEREAS the Resident wishes to have the Village (with laborer) use their bobcat / 3 ton truck / mower / weed whacker / other _____ to perform a service for the residence located at _____;

AND WHEREAS the Village has agreed, upon request from the Resident and subject to certain terms and conditions, to supply the equipment and laborer to provide such a service.

NOW THEREFORE in consideration of the covenants and agreements hereinafter set forth, the parties hereto covenant and agree to as follows:

1. The Village hereby agrees that subject to certain terms and conditions, and the signing of this Agreement by the Resident, that it will provide the equipment (circled above) and laborer to perform a service to the above noted property.
2. The Resident hereby agrees and waives their right to bring any claim, action, suit, proceeding or demand against the Village, its elected officials, officers, employees, servants, agents and/or contractors with respect to any incident, injury, damage, or inability to provide the service on the premises.



3. The Resident hereby agrees that they indemnify and save harmless the Village, its elected officials, officers, employees, servants, agents and/or contractors with respect to any claim, action, suit, proceeding or demand made or brought against the Village by any third party with respect to the provision of a service using the Village's equipment and laborer on the premises, and this indemnity, without restricting the generality of the foregoing, includes all legal costs incurred by the Village in defending such claims, actions, suits, proceedings or demands.

IN ACKNOWLEDGEMENT OF THE ABOVE, the Resident hereby requests the Village to _____ at the above noted premises. The Resident understands that Village operations take precedence over residential service requests and as such, residential service requests may be delayed at any given time, and for any reason. The Resident hereby agrees to the terms and conditions as outlined under this agreement. And lastly, the Resident agrees that if their service request cannot be accommodated due to obstructions of any sort or a lack of room to maneuver the equipment safely, the Village is relieved from any responsibility under this program.

A non-refundable fee plus GST, as per the Village of Marwayne's Fees and Charges Bylaw 544-15 (as amended), applies to all service requests using Village equipment and laborer's from Residents. There is a minimum one (1) hour charge to all service requests, regardless of the length of the service provided. Any time exceeding one (1) hour will be charged per the hour, at the hourly rate established under the Village's Bylaw, referenced above. Prices per hour vary based on equipment and are non-refundable.

The Resident hereby agrees to remit payment in full prior to the service request being completed at the premises. Any overages incurred by the Village must be paid within 30 days of the service request or will be added to the tax roll of the property the service was provided at and will become immediately due and payable, as well as subject to applicable fees and penalties.

Resident Name: _____

Resident Address: _____

Resident Roll #: _____

Resident Phone Number: _____



IN WITNESS WHEREOF this Agreement has been executed by the parties effective the day and year first above written notwithstanding the actual date or dates of execution.

**Chief Administrative Officer
Village of Marwayne**

Resident