

THIS AGREEMENT made the _____ day of _____, A.D. 20__.

BETWEEN:

Rural Municipality of Prince Albert No. 461,

(the "R.M.")

- and -

_____,

(address)

(phone) _____ (email)

(the "Owner")

DUST CONTROL AGREEMENT

Whereas:

1. The Owner represents to be the owner of the lands described herein at Schedule A part 1 hereto;
2. The Owner is requesting permission from the R.M. to apply calcium chloride flakes on a municipal road:

Now therefore the R.M. and the Owner agree that the same shall be permitted pursuant to the following terms:

1. **ONLY** calcium chloride flakes (the "Product") may be applied, and this agreement does not allow for the application of any alternate or substitute chemicals or items.
2. The purchase of the Product as set out at clause 1. herein shall be done the sole expense of the Owner and shall, at the sole expense of the Owner, be applied only to that part of the municipal road as described in Schedule A part 2 hereto.
3. Such application of the Product may only occur after the Owner has made arrangements with the RM.'s Foreman for the preparation of the road. **Application of the Product shall only be applied and undertaken after preparation of the road to the satisfaction of and at the discretion of the Foreman.**
3. The Owner agrees that should the municipal road surface or the municipal right of way be damaged or otherwise require maintenance, the R.M. may grade/maintain the road, and that, in no event will the R.M. **LIABLE OR RESPONSIBLE** for the replacement of the Product.
4. Prior to the preparation of the road, the Owner shall mark the portion of the road to which the Product is to be applied with red/fluorescent orange stakes.

5. This Agreement is for the current calendar year only. However, the same may be renewed at the beginning of each Dust control season for the calendar year and, in any event, prior to application of the Product.
6. The Owner hereby covenants and agrees at all times to indemnify and save harmless the Municipality, its servants, agents and employees from and against all loss, damage or injury however caused, which may at any time arise out of, in relation to, or as a result of this Agreement to any person or the property of any person including the Owner in the form of a release and indemnification as attached hereto at Schedule B.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands, in their personal capacity, and by the proper officers in that regard the day and year first written above.

R.M. OF PRINCE ALBERT NO. 461

Per: _____

(L.S.)

Per: _____

SIGNED, SEALED AND DELIVERED
in the presence of:

Witness

Owner

SCHEDULE A PART 1

The owner is the owner of the lands described as:

(the legal description of the lands)

SCHEDULE A PART 2

The area of roadway permitted to be the subject of Dust control is described as:

(the municipal road as described)

SCHEDULE B

RELEASE OF LIABILITY

The undersigned _____ (the "Releasor") for himself/herself and his/her/their heirs, executors, administrators and assigns (hereinafter collectively referred to as the "Releasor"), in consideration of receiving the ability to apply dust control to a municipal road as set out in the attached Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Releasor, does hereby irrevocably and unconditionally release, remise and forever discharge and indemnify the Rural Municipality of Prince Albert No. 461 and its elected officials, directors, officers, shareholders, employees, agents, successors, and assigns (hereinafter collectively referred to as the "Releasee") of and from any and all claims, liabilities, obligations, demands, actions, causes of action, suits, debts, damages, loss, expense, or costs whatsoever now or hereafter and howsoever arising out of, in respect of or in relation to the Product or its application made by any person, whether for damage to person or property, including all costs incurred on a solicitor and client basis.

IN WITNESS WHEREOF, I have signed this Release by my hand and seal this _____ day of _____, A.D. 2023.

SIGNED, SEALED AND DELIVERED
in the presence of:

Witness

Releasor

IN WITNESS WHEREOF, I have signed this Release by my hand and seal this _____ day of _____, A.D. 2023.

SIGNED, SEALED AND DELIVERED
in the presence of:

Witness

Releasor