

l) maintain, and upon the **Municipality's request** provide the Municipality a copy of an insurance policy covering the Contractor for comprehensive general liability, with a limit of **\$2,000,000.00** per occurrence;

P refrain from depositing into the Strathcona County 6 Q R Z P H O W Facility matter which, in the opinion of the Municipality, may be harmful to the Strathcona County 6 Q R Z P H O W Facility or the environment;

Q only deposit snow into the Strathcona County 6 Q R Z P H O W Facility **within Strathcona County**;

R at all-time carry on its business pursuant to this Agreement as an independent contractor in pursuit of an independent calling and not as an employee or servant of the Municipality. Accordingly, the Contractor shall be responsible to pay all federal and provincial income tax, unemployment insurance contributions, Canada Pension Plan payments and all other requirements and deductions under law, whether municipal, provincial or federal, and the Contractor shall furthermore be responsible for payment of all Workers' Compensation board claims and shall establish an account with the Workers' Compensation board for payment of all accounts thereto;

S not assign its interest under this Agreement, without the prior written consent of the Municipality, which consent may be unreasonably or arbitrarily withheld;

T allow the Municipality, upon request by the Municipality, to test the nature of the substances which the Contractor deposits onto the Strathcona County 6 Q R Z P H O W Facility;

U refrain from allowing or assisting in the access of unauthorized persons to the Strathcona County 6 Q R Z P H O W Facility; and

V indemnify and save harmless the Municipality from and against any and all claims, losses, damages or injury to any person or the property of any person including the Municipality however caused by the Contractor, its servants, contractors and agents, which may occur at any time in connection with the rights and privileges granted to the Contractor pursuant to this Agreement, excepting that the Contractor is not required to indemnify and save harmless the Municipality from and against any and all claims, losses, damages or injury solely caused by the negligence of the Municipality.

4. **Municipality's Covenants**

The Municipality agrees that it shall:

a) not levy any additional charges or fees to the Contractor for dumping snow onto the Strathcona County Snowmelt Facility, other than the consideration specified in Clause 2 above;

b) refrain from impeding the contractor's rights and privileges contained herein, including by impeding the Contractor's access to the Strathcona County Snowmelt Facility as long as the Contractor is not in default under this Agreement.

5. **Termination**

5.1 The Municipality shall have the right to terminate this Agreement upon giving twenty-four (24) hours written notice to the Contractor; however, if the Municipality is of the opinion that the Contractor may or has deposited matter into the Snow disposal site which, in the opinion of the Municipality, may be harmful to the Snow disposal site or the environment, the Municipality shall have the right to immediately terminate this Agreement;

5.2 Upon the breach by the Municipality of any of the Municipality's covenants herein, the contractor shall have the right to terminate the Agreement upon twenty-four (24) hours written notice to the Municipality;

6. **Notice**

Any notice required or permitted to be given under this Agreement may be effectively given under letter addressed to:

The Municipality:

Strathcona County
2001 Sherwood Drive
Sherwood Park, Alberta
T8A 3W7

The Contractor:

(insert name, address, phone # and email address)

Email Address

provided that in the event that a notice is served by mail at a time where there is an interruption of mail service affecting the delivery of such mail, then such notice shall not be deemed to have been served until one (1) week after the date that normal mail service is restored.

7. **Execution**

In witness whereof, the parties hereto have executed this agreement as of the date and year first above written.

_____	STRATHCONA COUNTY
<i>Contractor's Legal Name</i>	
_____	_____
<i>Authorized Signature</i>	Director, Transportation and Agriculture Services
_____	_____
<i>Print Name</i>	Date