

# Municipal Work On Private Property Waiver & Indemnity Agreement

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This agreement in duplicate this \_\_\_ day of \_\_\_, A.D., 20\_\_.

Between:

**MUNICIPALITY OF WESTLAKE-GLADSTONE**  
(Hereinafter referred to as "the Municipality")  
OF THE FIRST PART

-and-

**LAND OCCUPANT**  
(hereinafter referred to as "the Land Occupant")  
OF THE SECOND PART

**WHEREAS** the "Land Occupant" includes owner, purchaser, lessee or occupant;

**AND WHEREAS** the Land Occupant agrees to have the Municipality perform works on private property located at:

¼ Section: \_\_\_\_\_ TWP: \_\_\_\_\_ RGE: \_\_\_\_\_ Civic Address: \_\_\_\_\_  
(hereinafter referred to as "the land")

LENGTH (FT) \_\_\_\_\_ WIDTH (FT) \_\_\_\_\_ TURN AROUND? \_\_\_\_\_

**NOW THEREFORE** this agreement witnesseth that in consideration of mutual covenants contained herein, the parties agree as follows:

1. The Municipality hereby agrees that upon the signing of the Agreement by the both parties that it will:
  - A) complete the work requested by the Land Occupant subject to Private Works Policy #130319 or as per Schedule "A" **OR**
  - B) complete the work requested by the Municipality of WestLake-Gladstone on private property as per Schedule "A".
2. The Land Occupant hereby agrees that they shall not bring any claim, action, suit, proceeding or demand against the Municipality, its elected officials, officers, employees, servants, agents, and contractors in respect to any occurrence, incident, accident or happening relating to the equipment work.

3. The Land Occupant hereby agrees that they shall indemnify and save harmless the Municipality, its elected officials, officers, employees, servants, agents and contractors with respect to any claim, action, suit, proceeding or demand made or brought against the Municipality by any third party with respect to the equipment work requested by the Municipality on the Land, and which indemnity shall, without restricting generality of the foregoing, include all legal costs incurred by the Municipality in defending such a claim, action, suit, proceeding or demand.
4. The Land Occupant agrees to an onsite, in person, meeting with the Municipality representative to review all work requested prior to signing this agreement and any work being started.
5. I agree that if work cannot be performed due to obstructions of any sort or the lack of room to maneuver the equipment safely, the Municipality is relieved from any responsibility under this program.

**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.

**MUNICIPALITY OF WESTLAKE-GLADSTONE**

\_\_\_\_\_  
Land Occupant

\_\_\_\_\_  
Chief Administrative Officer

\_\_\_\_\_  
Mailing Address/Telephone

14 Dennis St. E, PO Box 150  
Gladstone MB R0J 0T0

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# SCHEDULE A

Date: \_\_\_\_\_

Requested by: \_\_\_\_\_

Land Location: \_\_\_\_\_

Description of work requested:

Estimated Cost amount: \_\_\_\_\_

Supervisor Approval: \_\_\_\_\_

Work Completed by: \_\_\_\_\_