SUMMER VILLAGE OF SEBA BEACH

THIS AGREEMENT made this _____ day of _____ A.D._____

BETWEEN: **S. VILLAGE OF SEBA BEACH** **Of The First Part**

AND: _____

Hereinafter called the "Owner or Lessee"

_____

Municipal Address

_____ **Of The Second Part**

Mailing Address if different from above

_____

Emergency Contact/Phone Number

OWNER _____ **LESSEE** _____ **SENIOR CITIZEN** _____

WHEREAS, the Owner or Lessee of the above described lands has requested that the Village maintain his private driveway when such driveway becomes impassable or hazardous due to weather conditions; and

NOW THEREFORE the Village and the Owner or Lessee for the consideration hereinafter named, agree as follows:

1. A flat rate for each snow removal or maintenance job completed by the Village at the request of the Owner or Lessee shall be such amount as may be fixed by resolution of the Council.
2. The Village shall forward to the Owner or Lessee, an invoice showing all charges incurred for maintenance done by the Village and the Owner or Lessee agrees to pay for all charges no later than Thirty (30) days immediately following receipt of the account.
3. The Village shall not be under any obligation to maintain the private driveway of the owner or Lessee when requested by the Owner or Lessee, it is understood and agreed, that all maintenance work undertaken by the Village will be done at the sole discretion of the Village and only after the public roads in the Village have been maintained to the satisfaction of the Village.
4. The Owner or Lessee hereby covenants and agrees, that he will at all times, indemnify and save harmless, the Village, its servants, agents and employees from and against all loss, damage, injury or liability sustained, however caused, which may at any time arise while the Village is maintaining the private driveway of the Owner or Lessee.
5. The Owner or Lessee hereby covenants and agrees, that any damage to the Owner or Lessee's property resulting from maintenance operations carried out by the Village, shall be at the Owner or Lessee's sole risk. The Village shall not be responsible for any loss, damage or injury sustained by the Owner or Lessee as a result of the maintenance by the Village, of the Owner or Lessee's driveway.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands to this Agreement the day and year first above written.

SIGNED AND DELIVERED BY THE **S. VILLAGE OF SEBA BEACH**

_____ _____

Owner or Lessee in the presence of: Municipal Administrator