

A. Purpose

The purpose of this procedure is to provide specialized equipment to ratepayers at a reasonable price.

B. Guidelines

1. The equipment identified will be available for rent up to a maximum of five (5) hours per piece of equipment annually.
 - Motor Grader
 - Crawler
 - Skid Steer
 - Loader
 - Packer – wheel tire, wobbly
2. The Landowner must sign an Equipment Rental Service Agreement (Schedule A).
3. The County will conduct, in the presence of the Landowner, a Private Property Inspection/Hazard Assessment Report (Schedule B) of the private property to identify any hazards.
4. Upon the signing of an Equipment Rental Service Agreement and a Private Property Inspection/Hazard Assessment Report having been conducted and approved; the service will be provided as resources become available.
5. A County employee is required to operate the equipment.
6. A fee will be charged for this service, please refer to the Fees and Charges Schedule.

CAO Approval: <i>S. Amodeo</i>	Date: 2021 <i>Dec 31, 2021.</i>
Review Cycle: Every three years	Next Review Date: 2024



EQUIPMENT RENTAL SERVICE AGREEMENT

THIS AGREEMENT made effective the _____ day of _____, 20__

BETWEEN:

FLAGSTAFF COUNTY
(Hereinafter called the "County")

-AND-

(Hereinafter called the "Owner")

IN CONSIDERATION OF the provision of services contemplated herein, as well as the mutual agreements made by the parties, the parties hereby covenant and agree as follows:

- 1. The Owner desires for the County to provide equipment rental services on the Owner's private property located on property municipally described as:

(the "Lands")

- 2. The County agrees to provide such equipment rental services (the "Services"), so far as is commercially reasonable for the County to do so, as determined by the County in its sole discretion and in accordance with County Procedure PW001-9 – Equipment Rental Services, as amended from time to time (the "Procedure"), and the terms of which form a part of this Agreement. The Services will be for the following piece of equipment:

- 3. The Owner agrees to pay for the Services at rates set by the County from time to time. . Please refer to the Fees and Charges Schedule. Mobilization charges may apply if applicable.

- 4. A copy of the Procedure has been provided to the Owner and may be viewed at the County office or on the County website (www.flagstaff.ab.ca).

- 5. Charges for the Services will be billed by the County monthly and payment is due to the County within 30 days of the date of the invoice.

- 6. The Owner is 18 years of age or older, and is aware that the provision of the Services involves inherent risks, dangers and hazards, involving all manner of injury or loss, including potentially serious or life-threatening injury and death, including, but not limited to:

- (a) the use of equipment or materials related to the performance of the Services;
- (b) the actions or negligence of the Owner or others on the Lands;
- (c) the actions or negligence of the County or its council, officers, employees, volunteers, agents, invitees, or representatives of any kind; or
- (d) additional risks arising out of the Services and related events and activities.

- 7. The Owner, freely accepts and assumes all such risks, dangers and hazards and the possibility of injury, death, property damage, property loss or any other loss or expense resulting to the Owner.

- 8. The Owner hereby agrees as follows:



EQUIPMENT RENTAL SERVICE AGREEMENT

- (a) **TO WAIVE ANY AND ALL CLAIMS** of every nature and kind at law or equity or under any statute that the Owner has or may have in the future against the County or its council, officers, employees, volunteers, agents, invitees, or representatives of any kind;
- (b) **TO RELEASE THE COUNTY** or its council, officers, employees, volunteers, agents, invitees, or representatives of any kind, from any and all liability for injury, death, property damage, property loss or any other loss or expense that the Owner may suffer or that the Owner's next of kin or legal representatives may suffer as a result of the Services due to any cause whatsoever, including negligence on the part of the County or its council, officers, employees, volunteers, agents, invitees, or representatives of any kind;
- (c) **TO HOLD HARMLESS AND INDEMNIFY THE COUNTY** and its council, officers, employees, volunteers, agents, invitees, or representatives of any kind from any and all liability for injury, death, property damage, property loss or any other loss or expense to any party, including the Owner or a third party, as a result of the Services, or other financial loss or expense including, without restriction, legal expenses and costs on a solicitor-and-his-own-client full indemnity basis in defending against such claims or enforcing the terms contained within this document; and
- (d) **THAT THIS AGREEMENT WILL BE EFFECTIVE AND BINDING UPON** the Owner, and his heirs, next of kin, executors, administrators and assigns.

9. The Owner, hereby acknowledges that the Owner has read and understood the foregoing and the Procedure, and has had the opportunity to ask questions and clarifications before signing. The Owner acknowledges that the Owner understands the content, import and meaning of this Agreement and the Procedure, and hereby agrees, approves and consents to the terms thereof and section 11.

10. The addresses of the parties to which all communications, notices or bills shall be addressed or served and to which all payments shall be made as follows:

To the County at: **PO Box 358
Sedgewick, AB T0B 4C0
Telephone: 780-384-4100**

To the Owner at: _____
_____, AB _____
Telephone: 780 - ____ - ____

11. The information on this form is collected and received pursuant to the terms and provisions of the County's privacy and/or confidentiality policies or bylaws established or amended and replaced from time to time, and may be held and utilized in accordance with such policies/bylaws, the *Freedom of Information and Protection of Privacy Act* and the *Personal Information Protection Act*.

Witness

Owner's Name

FLAGSTAFF COUNTY

Chief Administrative Officer or Designate

PRIVATE PROPERTY INSPECTION/ HAZARD ASSESSMENT REPORT

Landowner(s): _____

Inspector(s): _____

Date: _____ Location: _____

Hazards Identified During Inspection (Please List):

Actions/Repairs/Upgrades Required Prior to being Approved (Please List):

APPROVED **DENIED**

Inspector (*Equipment Operator*)

Inspector (*Supervisor*)

Landowner