

Road Haul Indemnity Agreement

This _____ day of _____, 2018

Between:

The Rural Municipality of Estevan No. 5, (hereinafter referred to as "the Municipality")
a municipal corporation, having its office at 1 - 322 4th Street, Estevan, Saskatchewan, S4A 0T8;
and

(hereinafter referred to as "the Hauler")

WHEREAS the Municipality and Hauler agree that the Municipality has jurisdiction over roads which the Hauler wishes to use to haul equipment and goods on; and

AND WHEREAS the Hauler has requested permission to haul equipment on certain roads within the Municipality, shown by the dashed line on the map attached to this agreement marked as Schedule "A" (hereinafter referred to as the Route"); and

AND WHEREAS the Hauler has requested to utilize numerous vehicles to haul equipment and product on the Route to one specific location, and such equipment and product is to be hauled during a period of time specified below, and subject to the conditions stated below (the Haul"); and

AND WHEREAS the Municipality has agreed to permit the Hauler to use the Route to conduct the Haul, subject to the following conditions;

NOW THEREFORE, the Municipality and Hauler agree as follows:

1. The Hauler shall only conduct the Haul on **the date(s) permitted as per Road Ban Permits issued during the 2018 Road Ban Season** and prior to 12:00 noon.
2. The Hauler shall only conduct the Haul if the temperature the morning of the Haul reaches the temperature of -5° Celsius or colder;
3. If temperatures do reach -5° Celsius the Hauler agrees to comply with a 350 lb/inch tire width weight restriction.
4. The Hauler shall be responsible for all damage caused to the road as a result of the Haul;
5. If the Municipality determines that the Hauler has caused damage to the Route during the Haul operation, the Hauler agrees to pay to the Municipality an amount to be determined by the Municipality, to repair the Route to the state it existed prior to the Haul;
6. The Hauler agrees to use only the roads specified by this agreement for the Haul;
7. The Hauler agrees to pay the Municipality the amount of \$125 plus gst per vehicle per trip used to conduct the Haul on the Route;
8. The Municipality reserves the right to stop the Haul at their discretion, if in their determination the state of the road necessitates the Haul to be stopped.
9. In consideration of the Municipality to enter into this agreement, the Developer covenants with the Municipality to save the Municipality harmless from actions, suits, courses of actions, costs and expenses, suffered by the Municipality, including any actions, suits, claims and demands in respect of any loss, injury, damage, or obligation arising out of and connected with the haul and this agreement.
10. The Hauler agrees to compensate the Municipality to gravel the road at the discretion of the Municipality.
11. IN WITNESS WHEREOF, the Hauler and Municipality have agreed to this agreement on the date first specified above.

Hauler Signature

Printed Name & Title

Contact Phone No.

R.M. of Estevan No. 5