



CUSTOM WORK AGREEMENT

This Agreement is made this _____ day of _____, 20____.

1. PROPERTY OWNER INFORMATION

Registered Owner / Customer: _____

Mailing Address: _____

Phone: _____ Email: _____

2. PROPERTY INFORMATION

Legal Land Description(s): _____

3. TYPES OF CUSTOM WORK AUTHORIZED

The Property Owner authorizes the Rural Municipality of Viscount No. 341 (the "RM") to perform custom work upon request, including but not limited to:

- | | |
|---|--|
| ☐ Snow Removal | ☐ Gravel Hauling or Placement |
| ☐ Road or Driveway Blading | ☐ Culvert Installation or Replacement |
| ☐ Mowing | ☐ Culvert Steaming |
| ☐ Ditch Mowing | ☐ Tree or Brush Removal |
| ☐ Drainage Work | ☐ Other: _____ |

TERMS AND CONDITIONS

Please initial each item.

_____ Payment

- ✓ I agree to pay the RM for all custom work performed at the rates established by Council and in effect on the date the work is completed.
- ✓ Invoices are payable within **30 days** of the invoice date.
- ✓ Interest shall be charged on overdue accounts at **1% per month (12% annually)** or at such other rate as may be established by Council.
- ✓ Should any account remain unpaid, I acknowledge that the outstanding amount, together with applicable interest and costs, may be added to the taxes levied against any property owned by me within the Rural Municipality of Viscount No. 341, where authorized by *The Municipalities Act, 2005*.

_____ Ongoing Authorization

- ✓ This Agreement is a continuing authorization.
- ✓ I authorize the RM to perform any custom work that I request from time to time without requiring a separate written agreement for each request.
- ✓ Each request for work, whether made verbally, by telephone, email, text message, or in writing, shall be deemed to form part of this Agreement and shall be governed by all of its terms and conditions.
- ✓ This Agreement shall remain in effect until cancelled in writing by either party.

_____ Municipal Priorities

- ✓ I understand that municipal operations, emergency work, road maintenance, and public safety responsibilities always take priority over custom work.
- ✓ The RM does not guarantee that requested work will be completed within any particular timeframe.

_____ Equipment Availability

- ✓ I acknowledge that custom work is subject to:
 - equipment availability;
 - weather conditions;
 - staffing levels;
 - road conditions;
 - operational requirements; and
 - any other circumstances beyond the RM's reasonable control.
- ✓ The RM reserves the right to postpone or refuse any custom work request.

_____ Site Hazards and Utilities

- ✓ Prior to requesting work, I agree to identify and clearly mark or disclose the location of all hazards that may not be readily visible, including but not limited to:
 - wells and well heads;
 - septic systems;
 - underground utilities;
 - electrical, gas, water, sewer, communication or irrigation lines;
 - culverts;
 - fences;
 - trees and shrubs;
 - landscaping features;
 - rocks and boulders;

- survey monuments;
- any other hidden obstruction

Responsibility for Damage

- ✓ I understand that the RM will rely upon the information I provide.
- ✓ If I fail to properly identify or disclose hazards or underground infrastructure, I agree to:
 - pay for any damage to RM equipment;
 - indemnify and hold harmless the RM, its Council members, employees, contractors and agents from any claims arising from the work;
 - accept responsibility for repairing or replacing any privately-owned infrastructure damaged because it was not properly identified.

Permission to Enter Property

- ✓ I authorize the RM, its employees, agents and contractors to enter my property for the purpose of completing requested custom work.
- ✓ I will ensure that reasonable access is available to the work area.

Attendance During Work

- ☐ I wish to be contacted before work begins.
- OR
- ☐ The RM may complete requested work whether or not I am present.
- ✓ If I am not present, I agree that the Operator's recorded hours, equipment used and description of work shall be considered accurate unless I notify the RM in writing within five (5) business days of completion.

No Guarantee

- ✓ I understand that the RM will perform the requested work using reasonable care and municipal equipment.
- ✓ The RM does not guarantee any specific outcome, drainage result, grading standard, mowing height, snow removal condition, or future performance of the completed work.

Limitation of Liability

- ✓ Except in cases of gross negligence or wilful misconduct, I release and discharge the RM, its Council, employees, operators, contractors and agents from liability for damage or loss arising from the requested work.

Changes to Rates

- ✓ I understand that Council may amend custom work rates from time to time.
- ✓ The rates in effect on the date the work is performed shall apply.

Term And Expiry

- ✓ This Agreement shall remain in effect for **one (1) year** from the date it is signed.

Effective Date: _____

Expiry Date: _____

- ✓ Upon expiry, the Agreement shall no longer authorize the RM to perform additional custom work unless a new agreement is signed.
- ✓ The Property Owner may request a new agreement before the expiry date if ongoing custom work is required.
- ✓ Termination or expiry of this Agreement shall not affect any payment obligation or other liability arising from work performed before the termination or expiry date.

Cancellation

- ✓ Either party may terminate this Agreement by providing written notice to the other.
- ✓ Termination shall not affect payment obligations for work completed before the effective date of cancellation.

ACKNOWLEDGEMENT

I certify that:

- I am the registered owner of the above property or am otherwise authorized to request this work.
- I have read and understand this Agreement.
- I agree to be bound by all of its terms and conditions.
- I understand that each future request for custom work is governed by this Agreement unless replaced by a subsequent written agreement.

PROPERTY OWNER

Name (Print): _____

Signature: _____ Date: _____

RURAL MUNICIPALITY OF VISCOUNT NO. 341

Authorized by: _____, ☐ Administrator ☐ Foreman

Signature: _____ Date: _____