



**AGREEMENT FOR
SEISMIC PROGRAMS**

This Agreement Between:

_____ (hereinafter the "Applicant")

And:

COUNTY OF NEWELL
(hereinafter the "County")

Whereas the Applicant has made application to begin a Seismic Program following location:

Legal Land Description Quarter: _____ Section: _____ Twp: _____ Range: _____ Meridian: _____

Lot: _____ Block: _____ Plan: _____

Physical Address: _____

The County hereby gives consent to the Applicant to begin a Seismic Program under the following conditions:

NOW THEREFORE this Agreement witnessed that, in consideration of the premises, covenants and agreements herein contained, the Parties agree as follows;

- 1) The County does hereby, in consideration of the sum of Three Hundred Dollars (\$300.00) paid to the County by the Applicant, the receipt of which sum is hereby acknowledged and in consideration of the covenants and conditions hereinafter set forth, grant transfer unto the Applicant the right, privilege and licence to lay, construct, operate and begin a Seismic Program (hereinafter referred to as "program") by the applicant at those locations described in the agreement.
- 2) The Applicant shall have a copy of the seismic agreement available at the work site, at all times.
- 3) If know at the time of this agreement, please provide contact information of the crew chief for the field operations, in Schedule 'A' at the end of this document.
- 4) The Applicant shall ensure no damage occurs to the existing County Road allowance, while work is being performed in the program area, this includes heavy equipment work crossing the County Road allowance on the way to the program location.





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- 5) In the event that the County Road allowance suffers damage as a result of the Applicants work, the County shall be notified forthwith and its repair shall be conducted as directed by the County representative at the Applicants cost.
- 6) The Applicant shall furnish to the County detailed maps, plans and drawings of the program (hereinafter referred to as the “Program Plans”) at time of application. Permits will not be issued otherwise.
- 7) The Applicant shall not begin the program without first obtaining approval of the Program Plans by the County.
- 8) If the Applicant plans to lay cables across a County Road Allowance, the following conditions may apply:
 - 8.1) The Applicant shall contact the Municipal Services Office at **403-362-3266**, twenty-four (24) hours prior to crossing.
 - 8.2) In the event of snowfall, the Applicant shall remove any cables across the Road Allowance to allow for snow removal equipment to perform their operations.
 - 8.2.1) Any damage to the above cables due to snow removal operations, will not be the responsibility of the County.
 - 8.3) The applicant shall provide signage, indicating to motorists, indicating activity and/or hazards within the road allowance.
- 9) The County will not be held responsible for any damage to public or private vehicles due to contact with the program’s cables and or structures.
- 10) If the Applicant plans to place shot points within the Counties’ Road Allowance the following conditions may apply:
 - 10.1) The applicant must notify the County at **403-362-3266**, forth-eight (48) hours prior to the shot, to inspect the road surfaces.
 - 10.2) The applicant must notify the County after the shot, to inspect the road surfaces.
- 11) The Applicant does hereby agree that it shall not make or bring any claim, action, suit, proceeding or demand against the County, it’s elected officials, officers, employees, servants, agents and contractors with respect to any occurrence, incident, accident or happening relating in any matter whatsoever to this Agreement and the rights and obligations arising therefrom, which, without limiting the generality of the foregoing shall include any claim, action, suit, proceeding or demand arising in tort or contract, providing such claim, action, suit, proceeding or demand is not the result of any wilful act or negligence of the County, it’s elected officials, officers, employees, servants, agents or contractors.
- 12) The Applicant hereby agrees that it shall indemnify and save harmless the County, it’s elected officials, officers, employees, servants, agents and contractors with respect to any claim, action, suit, proceeding or





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demand made or brought against the County, its elected officials, officers, employees, servants, agents and contractors by any third party with respect to any occurrence, incident, or happening relating in any manner whatsoever to this Agreement and the rights and obligations arising therefrom and which indemnity shall, without restricting the generality of the foregoing, include all legal costs incurred by the County in defending such a claim, action, suit, proceeding or demand providing such claim, action, suit, proceeding or demand is not the result of any wilful act or negligence of the County, its elected officials, officers, employees, servants, agents of contractors.

- 13) This Agreement shall not be assigned by the Applicant without written consent of the County, which consent shall not be unreasonably withheld.
- 14) In the case of default by either of the Parties hereto in conducting any of the terms, covenants and provisions of this Agreement, either Party may give fifteen (15) days written notice of such default to the other. In the event that the Party claimed to be in default does not commence to remedy such default within the fifteen (15) day period, the other Party may take such steps that are appropriate and necessary to remedy such default and the Party in default shall be liable for and pay all reasonable costs and expenses incurred with respect to the remedying of such default.
- 15) Any condiment, excusing or overlooking by either Party of any default, breach, or non-observance by the other Party at any time or times in respect of any covenant, provisions, or condition herein contained shall not operate as a waiver of the Party's rights hereunder in respect of any subsequent default, breach or non-observance by the other Party. No covenant, term or condition of the Agreement or any breach thereof shall be deemed to have been waived by either Party unless such waiver is in writing and signed by the Party waiving.
- 16) This Agreement shall be governed by the laws of the Province of Alberta, and the rights and obligations of the Parties hereto are subject to all present and future laws, rules, regulations and orders of any legislative body or duly constituted authority now or hereafter having jurisdiction over the Parties or the subject matter of this Agreement.
- 17) This agreement shall ensure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.
- 18) If the defaulting Party has not remedied or commenced to remedy the default after the expiration of the fifteen (15) day period set out in Article 14, then the other Party may terminate this Agreement by giving six (6) months written notice to the defaulting Party.
- 19) This Agreement contains the entire Agreement between the Parties hereto and no understandings or agreements, verbal or otherwise, exist between the Parties except as herein expressly set out.
- 20) The Applicant has twelve (12) months to complete the program within the County. If the program has not commenced prior to the twelve (12) month period, a new seismic agreement will be required.
- 21) Notice





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21.1) Any notice or other communication or instrument permitted pursuant to this Agreement shall be in writing and shall be delivered personally or may be mailed by prepaid registered mail addressed as follows:

In case of notice or communication to the County, to:

County of Newell
183037 Rge Rd 145
Box 130
Brooks, AB T1R 1B2

In case of notice or communication to the Applicant, to:
(mailing address of Applicant)

Name

Mailing Address

Phone Number

Email Address

21.2) Either party may change its mailing or delivery address by giving to the other party written notice to that effect.

22) Collection of Personal Information

22.1) The personal information collected on this form will be used by the County of Newell to administer road allowances. This collection is authorized under section 4(c) of the Protection of Privacy Act (POPA) and Division 2 Roads of the Municipal Government Act. The personal information collected will be protected by section 10 of the Protection of Privacy Act. Please direct any questions about this collection to the Privacy Officer for the County of Newell at 403-362-3266 or administration@newellmail.ca.

IN WITNESS WHEREOF the Parties hereto have affixed their corporate seals under the hands of their proper signing officers in that behalf to give effect to this Agreement the day and year first above written notwithstanding the actual date or dates of execution.





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The above terms accepted by Applicant (please complete the following information):

Applicant

County of Newell

Name

Name

Signature

Signature

Date

Date





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NEWELL

SCHEDULE 'A'

FIELD REP CONTACT INFORMATION

Name:

Email:

Primary contact number:

Secondary contact number:

