

SMOKY LAKE COUNTY

Title: Livestock Weight Scale	Policy No.: 31-02
Section: 62	Page No.: 1 of 3 <i>E</i>

Legislation Reference:	Alberta Provincial Statutes.
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Purpose:	To provide interested persons/ratepayers with the opportunity to rent livestock equipment.
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Policy Statement and Guidelines:
<p>The Agricultural Service Board Committee may supply the Livestock Weight Scale for use by ratepayer(s).</p> <p>The scale will be transported to and from the location of the livestock to be weighted and operated by the ratepayer(s).</p> <p>There will be no charge for the use of the livestock scale; but a <u>\$100.00 per day refundable deposit</u> for any damage to the livestock scale will be collect prior to the livestock scale leaving the County yard.</p> <p style="text-align: center;">Ratepayers requiring this service shall sign a</p> <p style="text-align: center;">“Hold Harmless Agreement For Use in Connection with the Weight Scale”</p>

	Date	Resolution Number
Approved	July 26, 2000	# 536 - Page # 6888
Amended	February 11, 2004	# 288 - Page # 7699
Amended		

**HOLD HARMLESS AGREEMENT
FOR USE
IN CONNECTION WITH THE LIVESTOCK WEIGHT SCALE**

THIS AGREEMENT made this _____ day of _____, A.D., 20__.

BETWEEN:

SMOKY LAKE COUNTY
(hereinafter called "the Municipality")

OF THE FIRST PART

(hereinafter called "the Renter")

OF THE SECOND PART

Legal Land Description:	_____	_____	_____	_____	W4
	Quarter	Section	Township	Range	

WHEREAS the Renter has requested that the Municipality rent the *Livestock Weight Scale* to the Renter for the purpose of weighting livestock, upon the terms and subject to the conditions herein stated.

WITNESSETH that the Municipality and the Renter agree as follows:

1. The Municipality shall rent the Livestock Weight Scale to the Renter at a contract price of **One Hundred Dollars (\$100.00)** per day as a refundable deposit.
2. The Municipality shall not be deemed to represent, warrant or guarantee that the Livestock Weight Scale will be effective or safe for the purposes for which it is to be used, and the Renter assumes the entire responsibility for the use of the Livestock Weight Scale.

**HOLD HARMLESS AGREEMENT FOR USE
IN CONNECTION WITH THE LIVESTOCK WEIGHT SCALE**

- 3. Neither the Municipality or any employee of the Municipality shall be responsible for any destruction of or damage to the livestock, or other fixtures or the Renter’s personal equipment.
- 4. The Renter has read and understood the **Hold Harmless Agreement**. The Renter has been instructed by the Agricultural Fieldman or his Assistant on the safe and proper operation of the Livestock Weight Scale and assumes all responsibility for the safe and proper operation of the Livestock Weight Scale.
- 5. The Renter agrees to indemnify and save harmless the Municipality in respect of any claims or demands which may at any time hereafter be brought against the Municipality, or any employee of the Municipality, after the completion of the Livestock weighting, by any person, firm, or corporation by reason of the weighting performance of the Livestock Weight Scale.

IN WITNESS WHEREOF the Municipality has hereunto caused its corporate seal to be hereunto affixed attested under the hands of its proper officers on behalf and the Lessee has hereunto set his hand and seal the day and year first above written.

SIGNED

SMOKY LAKE COUNTY

Renter

Agricultural Fieldman

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