

Snow Removal Service and Hold Harmless Agreement

2015-2016

TO: CITY OF BONDURANT, IOWA:

THE UNDERSIGNED, requests the City to provide gratuitous public sidewalk snow removal services hereinafter referred to as "Services" to the address set forth below, and in support of such request states:

1. That I am a senior citizen (age 65 or older) or have been certified as disabled by Social Security Administration, and reside at the address set forth below. Must provide proof.
2. That I have no other persons living with me who are physically able to perform this work.
3. That I am solely responsible for snow and ice removal at such address and no other party, person or corporation shares such responsibility.
4. I am aware that even if the City furnishes gratuitous services to me, I shall remain solely responsible to remove the snow and ice from the sidewalks, under both State law and applicable local ordinance within twenty-four (24) hours of any snowfall or ice storm if the same is not otherwise removed by the City.
5. I am aware that the City shall remain the sole judge (2 or more inches of snow) as to whether or not gratuitous services will be provided to me and if such services are provided on occasion to me, this shall not be deemed to be a contractual obligation on the part of the City to provide such services after each snowfall or ice storm.
6. I am aware that I am responsible for calling the City to report any snow that has blown or drifted onto the sidewalk. According to Ordinance 136.03, there is no minimum accumulation which does not require removal. Any accumulation which is visible must be removed.
7. As an inducement to the City to provide the requested services, I hereby agree to indemnify and hold the City harmless, and its agents and employees, from and against all claims, damages, losses and expenses, including reasonable attorney fees in case of the filing of a law action, arising out of the performance or non-performance of the work herein requested, which is for bodily injury, illness or death, or for property damage, including loss of use, and is caused in whole or part by the City's negligent act or omission, or an act or omission on the part of any agent or employee of the City.
8. This request shall be applicable only to the **2015-2016** winter period and shall terminate unless again renewed in writing.

Please sign, date, and return this form to: Bondurant City Hall, P.O. Box 37, Bondurant, Iowa 50035.

DATED at Bondurant, Iowa, this _____ day of _____, 20__.

SIGNATURE

Is this a corner lot? Yes _____ No _____

ADDRESS

Is this a double/duplex lot? Yes _____ No _____

PHONE

APPROVED BY (OFFICE USE)