



**Fenceline Spraying Agreement \***

If a landowner or grazing lease holder within the M.D. of Wainwright wants the fenceline they own adjacent to developed Municipal right-of-way's sprayed as part of the regular vegetation management program, they must complete a Fenceline Spraying Agreement.

The landowner acknowledges and agrees:

1. That the M.D. of Wainwright will be providing weed and/or brush control on the landowner's land described below by way of spraying chemicals. The landowner releases the M.D. of Wainwright from any responsibility for any crop damage that may occur due to the provision of the service on the landowner's land.
2. Each fence line consists of an area up to one half mile (800 metres) by 6.5 feet (2 metres).
3. Eligible roads are those scheduled to be sprayed as per the two-year rotation utilized in the regular vegetation management program. Agreements submitted for fencelines outside of this prescribed area may not be accepted.
4. That some noxious weeds, prohibited noxious weeds or brush may still be present after execution of this agreement and the responsibility to control them is that of the landowner.
5. The M.D. of Wainwright Agricultural Service Department gives no guarantee, written or implied that the herbicide treatment will eradicate the weeds and/or brush that were sprayed, and is supplying this service only to assist landowners in controlling these problem species. Furthermore, the M.D. of Wainwright will not warranty herbicide applications in years following application.
6. The landowner hereby:
  - a. waives any and all claims, rights or causes of action of every nature and kind at law or equity or under any statute that it has or may have in the future against the M.D. of Wainwright or its Councilors, officers, employees and agents; and
  - b. forever releases the M.D. of Wainwright or its Councilors, officers, employees and agents from any and all liability;
    - i. related to injury, death, property damage, property loss or any other loss or expense that may be suffered by the landowner or, to the extent legally possible, its employees, agents, next of kin or legal representatives, resulting directly or indirectly from, or in any way attributable to the provision of the service by the M.D. of Wainwright, or in any way attributable to the transportation, operation, maintenance, repair, use, misuse, nonuse of the chemicals and related equipment used by the M.D. of Wainwright, its officers, contractors, employees, servants, or agents or any other person that handles or uses the chemicals and related equipment.
7. The term of this agreement is from May 1 to September 30 annually, commencing on the date of signing. Should a landowner wish to extend this agreement on a year-to-year basis, they may do so by emailing their request to [soracheski@mdwainwright.ca](mailto:soracheski@mdwainwright.ca) prior to May 1 of subsequent years. If no such request is received, this agreement will terminate.

8. The M.D. of Wainwright shall retain the right to refuse to enter into this agreement with any landowner. Under the terms of the agreement, the landowner will indemnify and hold harmless the Council of the M.D. of Wainwright, its agents and/or employees from and against all actions, suits, claims and demands arising from this Agreement.

Landowner Name: (Please Print) \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Legal Land Locations Requested:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Distance in Miles of Fenceline Controlled

\_\_\_\_\_  
Signature - Landowner

\_\_\_\_\_  
M.D. of Wainwright Representative

\_\_\_\_\_  
Date

This personal information is being collected under the authority of Section 33C of Freedom of Information and Protection of Privacy Act, and will be used for administration purposes. If you have any questions about the collection contact the Municipal Administrator or Assistant Municipal Administrator at (780) 842-4454.