

# Mowing for Community Not-for-Profit Organizations Waiver Agreement

**BETWEEN:** Clear Hills County, a Municipal Corporation  
(hereinafter referred to as the "County")  
OF THE FIRST PART  
-and-

Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_

(hereinafter referred to as the "Organization")  
OF THE SECOND PART

WHEREAS, the "Organization is the owner, or lessee of the following lands:

LAND LOCATION: \_\_\_\_\_

WHEREAS, the Organization desires the County to mow outlying fields and large grassed-in areas that are beyond the reasonable scope of riding and push lawn mowers.

NOW, THEREFORE, the County and the Organization agree as follows:

1. The County agrees to mow outlying fields and large grassed-in areas that are beyond the reasonable scope of riding and push lawn mowers; however it shall be understood that such mowing shall only be undertaken at the discretion of the County and only as part of the annual roadside mowing program when the Tractors and Mowers are operating in that area.
2. Either party may terminate this waiver by serving Notice of Intent to terminate. Five (5) days notice will be required.
3. The Organization hereby covenants and agrees that he will at all times indemnify and save harmless the County, his servants, contractors, and employees from and against all loss, damage or injury however caused, which may at any time during the continuance of this Waiver occur to any person or the property of any person including the Organization members.
4. The Organization shall not assign or transfer his interest under this Waiver.
5. The County shall have the right to refuse to mow any area that in the opinion of the operator or County representative too hazardous or difficult to mow.

IN WITNESS WHEREOF, this Waiver has been duly executed by the parties hereto on:

\_\_\_\_\_ A.D., 20\_\_\_\_.

SIGNED in the presence of:

\_\_\_\_\_  
ORGANIZATION REPRESENTATIVE: Print name\_\_\_\_\_

CLEAR HILLS COUNTY

\_\_\_\_\_  
COUNTY REPRESENTATIVE