



TOWN OF CANMORE
REQUEST FOR REMOVAL OF FERAL RABBITS FROM PRIVATE PROPERTY

ACCESS AGREEMENT
PERMISSION TO ENTER PROPERTY

This Access Agreement (“Agreement”) is made by and between _____ (“Owner”), and the town of Canmore regarding the Owner’s property located at _____, Canmore, AB. The Town of Canmore requests permission to enter the property for the exclusive purposes of locating, baiting, trapping and removing feral rabbits from private property.

1. Owner hereby gives permission to the Town of Canmore, or the Town of Canmore’s agents or assigns (including, but not limited to, Town of Canmore employees, authorized consultants and/or contractors, employees, or other designees authorized by the Town of Canmore to enter upon the property to perform the aforementioned activities at the address described above. This permission is effective immediately upon the execution of this Agreement by Owner and the Town of Canmore.

2. The permission granted by Owner under this Agreement is contemplated to be used for the following activities that may be performed by Authorized Parties:

- a. Locating feral rabbits.
- b. Baiting locations for the purposes of attracting feral rabbits.
- c. Setting live humane traps for the purposes of trapping and removing feral rabbits from the Town of Canmore.

3. Upon completion of locating, baiting, trapping and removing feral rabbits from private property Authorized Parties will restore the property as near as possible to its condition immediately prior to the commencement of such activities.

4. The Owner agrees not to approach or interfere with the traps set on their property and are encouraged to contact the Contractor if they suspect an animal has been captured.

5. The granting of this permission by the Owner is not intended, nor should it be construed, as an admission of liability on the part of the Owner or the Owner’s successors and assigns for any risk associated with locating, baiting, trapping and removing feral rabbits discovered on the property.

6. Authorized Parties may enter the property during normal business hours and may also make special arrangements to enter the property at other times upon agreement with the Owner.

7. Authorized Parties shall enter upon the property at their own risk, and Owner shall not be held responsible or liable for injury, damage, or loss incurred by any Authorized Party arising out of or in connection with activities under this Agreement, except to the extent that any injury is caused due to the acts or omissions of Owner, any lessee of the property, or any employee or agent of the Owner.

8. Each Authorized Party hereby indemnifies and holds Owner harmless from any and all claims or causes of action arising out of or related to the acts or omissions of said Authorized Party in connection with the performance of activities under this Agreement, except to the extent that any injury is caused due to the acts or omissions of Owner, any lessee of the property, or any employee or agent of Owner.

9. The Town of Canmore will supply to Owner all information derived from said activities conducted at the Site. The Town of Canmore may use such information for any purpose at the Town of Canmore's sole discretion. Information will be held in confidence except as instructed by the Owner, Town of Canmore, its programs, or as required by law.

10. In exercising its access privileges, Authorized Parties will take reasonable steps not to interfere with the Owner's operations on the property.

11. Authorized Parties will give notice to the Owner at least one (1) week in advance of the start of activities on the property.

12. Owner ensures that Owner and any/all agents will give Authorized Parties access to the entire property as required for the purposes set forth in this Agreement.

13. Any party to this Agreement may terminate this Agreement by giving seventy two (72) hours advanced written notice, or all parties may terminate the Agreement at any time by written agreement.

14. This Agreement shall expire upon the Town of Canmore's notification indicating completion of activities under the Town of Canmore's feral rabbit plan.

15. The person signing this Agreement warrants that they are the property owner and are authorized to permit access to the property listed in this Agreement to carry out the work included in Section 2.

Property Owner's Acknowledgement/Signature

Date

Property Owner's Telephone Number: _____

Property Owner's Email Address: _____

Special Instructions:

All feral rabbits removed from property are humanely euthanized.

Office use only

Confirmation that the applicant is the registered owner by: _____

Accepted by the Town of Canmore by:

Town of Canmore

Date