



**Brazeau County**  
 7401 Twp. Road 494, P.O. Box 77  
 Drayton Valley, Alberta T7A 1R1  
 PHONE: (780) 542-7777 | FAX: (780) 542-7770  
 www.brazeau.ab.ca

**NO SPRAY AGREEMENT** made as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**BETWEEN:**

**Brazeau County**  
 (Hereinafter called "the County")

-And-

Name (Print): \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Rural Address (blue sign): \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Cellular: \_\_\_\_\_  
 Email: \_\_\_\_\_

(Hereinafter called "the Owner")

**WHEREAS:**

The Owner desires the County to refrain from spraying herbicides on Prohibited Noxious Weeds, Noxious Weeds and woody vegetation (brush);

The Owner is the owner, or occupant of the following land\* (the "Land"):

Quarter	Section	Township	Range	Meridian

\*Each property requires a separate agreement.

**NOW, THEREFORE,** the County and the Owner agree as follows:

1. The Owner is the owner of the Land or has an interest in the Land by reason of being an occupant on the land described as the No Spray Area. The Owner warrants that he has the full power and authority necessary to enter this Agreement and comply with its terms. \_\_\_\_\_
2. In consideration of the Owner destroying all Prohibited Noxious Weeds and control all Noxious Weeds and woody vegetation (brush) in the No Spray Area, the County will not apply herbicides in the No Spray Area. \_\_\_\_\_
3. If the Owner fails to destroy Prohibited Noxious Weeds or control Noxious Weeds and woody vegetation (brush) in the No Spray Area to the County's standards by **July 15 of the contract year**, the County may notify the Owner at any time and by any means that this Agreement is terminated effective the date of notification. After the notification to the Owner, the County may take whatever steps it deems appropriate to control the Prohibited Noxious Weeds or control Noxious Weeds and woody vegetation (brush) in the No Spray Area, which may include the application of herbicides. \_\_\_\_\_
4. The Owner agrees that County rights-of-way shall not be used as buffer zones for sensitive areas or vegetation. \_\_\_\_\_
5. This agreement is effective from May 1 to October 15 of the year in which it was entered, unless terminated earlier. \_\_\_\_\_
6. The County shall resume control of the Prohibited Noxious Weeds, Noxious Weeds, and woody vegetation (brush) if the Owner does not renew this Agreement with the County by **May 1 of each year**. \_\_\_\_\_

Initials



**Brazeau County**  
 7401 Twp. Road 494, P.O. Box 77  
 Drayton Valley, Alberta T7A 1R1  
 PHONE: (780) 542-7777 | FAX: (780) 542-7770  
[www.brazeau.ab.ca](http://www.brazeau.ab.ca)

- 7. The Owner agrees the County may install “No Spray” signs on the Owner’s Land at a location of the County’s choosing. The signs remain the property of the County. The Owner must return the signs if he is no longer participating in the “No Spray” program. \_\_\_\_\_
- 8. The Owner shall pay a one-time fee of \$35.00 to offset administration costs of the signs. \_\_\_\_\_
- 9. In consideration of the Owner performing weed control of Prohibited Noxious Weeds, Noxious Weeds, and woody vegetation (brush) on the Rights-of-Way, the County will refrain from using herbicides on the Land. \_\_\_\_\_
- 10. The Owner shall indemnify and save harmless the County, its employees, agents and contractors from and against all damages, losses, costs, injury or expenses of any nature or kind whatsoever resulting directly or indirectly from or in any way attributable to the Agreement including but not limited to claims for injury or death to persons, and damage to or loss of property by reason of any act, negligence or default on the part of the County, including but not limited to the unintended spraying of the “No Spray” areas by Brazeau County, its employees, agents or contractors. This indemnity survives the expiry or termination of this Agreement. \_\_\_\_\_
- 11. **Definitions:**
  - a. “Noxious Weed” has the definition set out in the *Weed Control Act*, SA 2008 cW-5.1.
  - b. “Prohibited Noxious Weed” has the definition set out in the *Weed Control Act*, SA 2008 cW-5.1 and includes weeds designated by Brazeau County, including but not limited to Wild Caraway.
  - c. “Right-of-way” means the portion of roadway that lies between the center line of the road and the boundary of the property line of the Owner’s Land. \_\_\_\_\_

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the parties.

Owner Signature	Witness Signature	Name of Witness (Print)
Date	Date	

County Representative Signature	Printed Name of County Representative	Title of County Representative
Date		

The personal information provided will be used to process this Agreement with Brazeau County and is collected under the authority of Section 33(c) of the Freedom of Information and Protection of Privacy (FOIP) Act. The information collected on this form will only be used for the provision of the program you have applied for. If you have any questions about the collection and use of this information, please contact the Brazeau County FOIP Coordinator at (780) 542-7777, Box 77 – 7401 Twp Rd 494, Drayton Valley, Alberta, T7A 1R1.