



# Sturgeon County Broadband Fibre Network



## Access Agreement

Property: \_\_\_\_\_  
 Address or Legal Land Description or Tax Roll Number (the "**Property**")

Property Owner: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

By signing this Access Agreement I am agreeing to the Terms and Conditions listed below:

Name \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Terms and Conditions

I agree that:

- the employees, agents or contractors of Sturgeon County (the "**County**") can enter the Property, with any necessary equipment or machinery, for the purposes of:
  - installing the fibre optic cables, conduits, optical network terminals and other accessories and equipment (the "**Facilities**") from the roadside to the primary building on the Property; and
  - inspecting and servicing the Facilities as may be required from time to time;
- the employees, agents or contractors of the County may access the primary building, by appointment, to install and service the Facilities;
- the Facilities shall be and remain the sole and exclusive property of the County, and shall not become part of the Property notwithstanding any rule of law or the degree of affixation;
- I am responsible for: (i) marking any underground services or structures not registered with Utility Safety Partners (i.e. Alberta One-Call), including, but not limited to, wiring to garages or outbuildings, sprinkler systems, shallow pipes, septic lines; and (ii) any damage to unmarked or improperly marked underground services or structures caused during installation of the Facilities; and
- I am responsible for repair cost and temporary loss of service if the Facilities are damaged after installation.

I further acknowledge and agree that:

- the installation work may require digging, trenching, drilling, or plowing that can leave temporary; damage to the Property along the conduit path and at the entry and exit points of the conduit;
- an above ground access hole will be drilled to allow the cable to pass into the building;
- the County will arrange for Utility Safety Partners to flag known utilities in the installation area;
- I do not have to subscribe to any internet package. If I want to subscribe to an internet package, it is my responsibility to arrange for the service. The County is not responsible for retail internet services;
- I hereby indemnify and save harmless the County, its councillors, employees, contractors and agents from and against any and all loss and damage;
- I am the owner of the Property, or the owner's authorized agent, and have the capacity and full authority to grant to the County the rights contained within.

*Privacy Notice: The personal information is collected under the authority of Section 33(c) of the Freedom of Information and Protection of Privacy (FOIP) Act and will be used to provide and maintain a fibre network connection as provided by Sturgeon County and its agents. If you have any questions about the collection and use of this information, please contact the Access and Privacy Coordinator at 9613 – 100 Street, Morinville, Alberta, T8R 1L9 (780) 939-4321*