



Sturgeon County Broadband Fibre Network Access Agreement

Please Return to: broadband@sturgeoncounty.ca or sign digitally on our website at:
engage.sturgeoncounty.ca/broadband

Property: _____

Property Address or Tax Roll Number (the "**Property**")

Property Owner: _____

Phone: _____ E-mail: _____ Date: _____

Name: _____ Signature: _____

The person signing above represents and warrants that they have full and complete authority to legally bind the Property Owner to this Agreement and all of the Terms and Conditions set out below.

Terms and Conditions

I acknowledge and agree that:

- Sturgeon County has the right to install, access, and maintain fibre optic cables, conduits, optical network terminals and other accessories and equipment (the "**Facilities**") on the Property.
- Sturgeon County, its officers, employees, agents or contractors (the "**County**") can enter the Property, with any necessary equipment or machinery, for the purposes of:
 - installing the Facilities from the roadside to the primary building on the Property;
 - inspecting, servicing, and replacing the Facilities as may be required from time to time; and
 - accessing the primary building, by appointment, to install, service or replace the Facilities.
- The Facilities are and shall remain the sole and exclusive property of the County, regardless of any rule of law or the degree of affixation. Nothing in this Agreement shall transfer ownership of or grant any interest in the Facilities to the Property Owner.
- The Property Owner shall mark all underground utilities, 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 (<0.6m depth), and septic lines. The County shall not be liable for any damage to unmarked or improperly marked underground utilities, services, or structures caused during the installation, service, or repair of the Facilities. The County will arrange for Utility Safety Partners to mark known registered utilities in the installation area.
- The Property Owner is responsible for all costs related to repairing any damage to the Facilities and any resulting loss of service that may occur after installation.
- The installation process may include digging, trenching, drilling, or ploughing, which can cause temporary damage to the Property along the conduit route 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 primary building.
- The Property Owner or occupant does not have to subscribe to any internet service package. If internet service is desired, it is the responsibility of the Property Owner or occupant to arrange such service directly with a retail provider. The County is not responsible for the provision or performance of any retail internet services.
- The Property Owner shall indemnify and save harmless the County, its councillors, employees, contractors and agents from and against any and all claims, losses, damages, injuries, liabilities, and costs (including reasonable legal fees) arising from the Property Owner's acts, omissions, or negligence during the installation, inspection, access, servicing and operation of Facility, except to the extent caused by the negligence or willful misconduct of the County.
- This agreement may not be altered, amended, or modified in any way, without the County's written consent.
- This Agreement and any other documents may be executed and delivered electronically, and electronic signatures shall have the same force and effect as original signatures.
- Personal information collected on this form will be used to administer broadband access and maintenance and is collected under the authority of section 4(c) of Alberta's *Protection of Privacy Act* (POPA). If you have questions about the collection, use, or disclosure of your personal information, please contact the Sturgeon County Access and Privacy Advisor at 9613 – 100 Street, Morinville, Alberta, T8R 1L9, by email at accessandprivacy@sturgeoncounty.ca, or by telephone at (780) 939-4321.