RED CLIFF CHIPPEWA HOUSING AUTHORITY

37645 New Housing Road Bayfield, WI 54814
(715) 779-3744 (715) 779-5044 Fax

Snowplowing Agreement and General Waiver of Liability. Release of Claims. Indemnification and Hold Harmless Agreement

Agreement and Purpose: This Agreement and Waiver is entered into between the Parties identified below for the purpose of Tenant/Recipient obtaining certain snowplowing services from the Red Cliff Chippewa Housing Authority (RCCHA).

Parties: The parties to this Agreement and Waiver are the below-signed Tenant/Recipient and the RCCHA.

Terms and Conditions: The parties to this Agreement and Waiver agree to the following terms and conditions:

1. **Housing Authority's Obligations.** In Consideration of Tenant/Recipient's payment of the amount described below, the RCCHA agrees to provide snowplowing services to the tenant/recipient's driveway located at: _____.
   The snowplowing shall be subject to the following conditions:

   A. The snowplowing shall be limited to the driveway area whose culvert edges are clearly marked and which is not obstructed by vehicles or other objects. (Once the RCCHA had been to a particular residence, there will be no return trips.)

   B. Snowplowing shall only occur after the RCCHA has completed its other regular duties, and shall be very limited after regular business hours, weekends, and holidays.
   C. The RCCHA shall plow the various driveways in accordance with a priority schedule that it alone shall determine.
   D. Snowplowing shall only occur when the RCCHA, in its sole discretion, determines that the weather and road conditions warrant it.

2. **Tenant/Recipient's Obligations.** In consideration of the services described above, Tenant/Recipient agrees to:
   A. Pay the nominal sum of _____.
   B. Clearly mark the edges of his/her driveway.
   C. Keep the driveway free of vehicles and other obstructions.
   D. Abide by the following General Waiver of Liability, Release of Claims, Indemnification, and hold harmless Agreement which is as follows:

I, _____hereby covenant and agree that I, my heirs, successors and assigns will never institute, prosecute, or in any way aid in the institution or prosecution of any claim, demand, action, suit, in law or equity, for or on account of any damage whatsoever, against the Red Cliff Chippewa Housing Authority, the Red Cliff Band of the Lake Superior Tribe of Chippewa Indians, or any principals, officers, directors, administrators, employees, trustees, agents, successors, or assigns acting on behalf of the aforementioned Red Cliff Band or Red Cliff Chippewa Housing Authority (hereafter collectively "RCCHA"), whether such claim is based on loss to person or property, foreseen or unforeseen, developed or undeveloped, known or unknown, direct or indirect, past, present or future, arising out of or otherwise related to any snowplow services rendered in accordance with this agreement. I agree to be fully responsible for and do hereby forever release, discharge,

indemnify, and hold harmless the RCCHA from and against any and all claims, demands, actions, suits, debts, accounts, losses, judgments, costs, charges, or other liability of any nature whatsoever, which are or are claimed to be caused by or related to snowplowing rendered pursuant to this agreement. In the event of any such action or claim, I shall indemnify the RCCHA for all costs and expenses, including reasonable attorney's fees. This agreement covers breaches, defaults or losses caused by heirs, my legal representatives, successors, agents, assigns or me.

3. Dispute Resolution; Choice of Law; Sovereign Immunity

DISPUTE RESOLUTION. The parties agree to the following procedures for the resolution of any dispute, which may arise out of this contract, or the breach of this Agreement and Waiver:

INFORMAL SETTLEMENT NEGOTIATIONS. If any dispute arises with respect to this Agreement and Waiver or the breach thereof, the parties shall first seek to resolve the dispute through informal settlement negotiations. Notice of any dispute must be given to the other party within one year from the date of the incident, which led to the dispute. In the event that the parties are unable to reach informal resolution of the dispute, either party may commence an action in Red Cliff Tribal Court, provided a written notice of suit is given to the other party sixty days prior to the commencement of any action.

CHOICE OF LAW. The parties agree that this Agreement and Waiver shall be governed by and interpreted according to the laws of the Red Cliff Band of the Lake Superior Tribe of Chippewa Indians. The sole venue for resolving any conflict, interpretation or enforcement issue shall be with the Red Cliff Tribal Court.

SOVEREIGN IMMUNITY. Nothing in this Agreement and Waiver, including but not limited to the agreement to have all disputes arising out of or otherwise related to this contract settled by informal negotiations, shall be construed or interpreted to effect a waiver of the sovereign immunity of the Red Cliff Band of the Lake Superior Tribe of Chippewa Indians ("the Band"), other than a limited waiver of sovereign immunity for the sole purpose of satisfying obligations under this contract. This limited waiver of sovereign immunity is for the sole purpose of satisfying obligations under this contract. This limited waiver of sovereign immunity is defined as follows: Either party agrees to be bound by the final decisions of the Tribal Court or Red Cliff Tribal Court of Appeals, for payment of an amount of money not to exceed the value of the contract. No other waiver of the band's sovereign immunity, either express or implied. May be inferred from any of the terms and/or conditions set forth in this contract, and the parties specifically agree that no challenge to the Band's defense of sovereign immunity will be raised in any action except an action strictly limited to enforcing the terms of this contract. In addition, nothing herein shall be construed or interpreted as providing any form of consent on the part of the Band to the jurisdiction of the courts of the State of Wisconsin or any other State: and furthermore, nothing herein shall be construed or interpreted to effect any waiver of any defenses, including but not limited to the defense of sovereign immunity, which the Band may have with respect to any claims made or actions instituted by any persons or entities not parties to this contract. Nothing in this contract shall be construed or interpreted as granting the contractor or any other persons or entities any right to seek judgment against any property (real or personal) or other assets held by the Band or its members; and nothing in this contract shall be construed or interpreted as granting the contractor or any other persons or entities any right to place any lien upon, or otherwise attach or levy, any property (real or personal) or other assets held by the Band or its members.

Execution:

I hereby acknowledge and affirm that I have read the contents of this Agreement and Waiver, and that I understand the terms hereof. I enter into this Agreement and Waiver of my own volition, and without threat, coercion, or duress from the Housing Authority. I acknowledge and agree that the terms outlined herein are binding upon heirs, my successors, assigns, and me.

Date: _____ _____
Tenant/Recipient

Date: _____ _____
RCCHA Housing Services Manager