

Wherever used herein, “Utility” refers to Manitoba Hydro and employees or agents of the utility.

1. The Applicant is the owner of the agricultural equipment intended to be moved as per the specified route;
2. The Utility shall not be liable for any claims, damages, costs, liability, damage to property, or injury or death arising from, or caused by the moving of the agricultural equipment and related work (the “Work”), or the failure by the Applicant to comply with the location(s), instructions, information and/or any other terms or conditions provided herein;
3. The Applicant shall indemnify the Utility, its successors and assigns, from and against all causes of action, claims, damages, costs, liability, demands, damage to property and injury or death which may be alleged, claimed or brought against the Utility by the Applicant, the Applicant’s heirs, successors, assigns, employees, contractors, invitees or by any third party, in respect or arising out of the Work, or any failure to comply with the location(s), instructions, information and/or advice or any other terms and conditions provided herein;
4. The Applicant shall be responsible for obtaining supervision and safety watching services in respect of the Work unless otherwise indicated herein that the Utility shall provide such services in which case the Applicant is responsible for arranging and paying for such services with the Utility as outlined herein;
5. The Applicant shall immediately upon demand reimburse the Utility for any losses, claims, costs, or damages to the facilities of the Utility caused by or arising out of the Work, or failure to comply with the location(s), instructions, information and/or advice or any other terms or conditions provided herein;
6. The Applicant shall submit a written request for an estimate and/or route inspection for proposed agricultural equipment moves to the Utility at the closest Utility office;
7. The Utility may require a minimum of ten (10) working days to inspect any proposed agricultural equipment move route relative to transport height of the agricultural equipment and to schedule staff as is required;
8. This clearance is only valid for the locations and routes specified on the attached diagram/map. Any deviations from the agreed upon locations and routes must be communicated to, and approved by the Utility in writing prior to moving any agricultural equipment or other machinery;
9. This clearance is valid for current calendar year from January 1 to December 31. The clearance expires on December 31 of current year and needs to be renewed annually;
10. If the Utility is required to relocate or make alterations to any of its distribution plant as a result of the intended Work, the Applicant shall be responsible for the payment of those costs unless otherwise determined by the Utility. Quoted prices will be based on best estimate according to the information received in writing by the Utility. Any changes and/or delays may result in refunds or extra billing. Variance to the estimate will be refunded or billed to the Applicant upon completion of the Work based on the Utility’s actual costs. A “Work Request and Payment Agreement” must be signed (if required) by the moving applicant, and payment received (if required) before the Work takes place (unless the Applicant is on the Utility’s credit approved list). All time worked outside of normal business hours will be billed at the Utility’s applicable overtime rates.