

PERMISSION TO ENTER

B E T W E E N:

[Insert Party name]

– and –

CITY OF HAMILTON (the "**City**")

- A. I/We, _____ am/are the registered owner(s) of the lands municipally known as _____, Hamilton, Ontario (the "**Property**");
- B. I/We, _____ do not have the ability / means / resources to undertake the clean up and request assistance from the City to clean up the Property; and
- C. The City requests access to the Property for the removal of waste, such as, garbage and human waste (collectively, the "**Works**").

The parties agree as follows:

1. On [insert date]_, _[insert name(s)]_____ grants a right of entry in, on, under and across the Property to the City for itself, its servants, agents, employees, contractors and subcontractors ("Authorized Users") for the purposes of carrying out the Works, all to be completed at the City's sole cost and expense.
2. The City, or its designate, will repair any damage it has caused to the Property and following the completion of the Works, the City, or its designate, will restore the affected portions of the Property to the condition it was in immediately before the City or its Authorized Users conducted the Works , all at the City's sole cost and expense.
3. This Agreement shall be construed and governed by the laws of the Province of Ontario.
4. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Any signature delivered by facsimile or email shall be binding to the same extent as an original signature page. Any party that delivers a signature by facsimile or e-mail shall deliver an original counterpart to any other party that requests such original counterpart.

IN WITNESS WHEREOF this Agreement has been duly executed by the parties hereto as of the date above first written.

[Insert Party's name(s)]

CITY OF HAMILTON

Per: _____
Name: _____

Per: _____
Name: _____

Title: _____