

# Town of Rose Valley

## Notification List Agreement

### REGISTRATION

To register for the Town of Rose Valley Notification List please read the Terms of the Agreement, fill in the requested information, sign and date and deliver your completed waiver by mailing to The Town of Rose Valley Box 460 Rose Valley, SK S0E 1M0 or Drop off the completed form at the Town Office - 217 Centre Street

An original SIGNED copy of this Waiver is required for the Administrator to add your information to the List. Please only register information accounts controlled by an ADULT for this service.

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I/We have read, understood, agree and have the capacity to be legally bound by the terms of the Notification List Agreement.

Registrant # 1: I request that the following contact information be added to the Town of Rose Valley's Notification List

Email address (1) : (please print clearly) \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_ Land line Phone Number \_\_\_\_\_

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*Signature(s)*

*Print name(s)*

*Date*

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Registrant # 2: I request that the following contact information be added to the Town of Rose Valley's Notification List

Email address (1) : (please print clearly) \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_ Cell phone Carrier \_\_\_\_\_

Land line Phone Number \_\_\_\_\_

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*Signature(s)*

*Print name(s)*

*Date*

### AGREEMENT TERMS

This Agreement is between the Town of Rose Valley (the "Town") and you (either an individual or a legal entity that you represent as an authorized employee or agent).

### SERVICE PROVIDED

The Town of Rose Valley, including designated committees of the Town, shall, at Council's discretion, provide phone, email and / or text message notification ("Notification") of Town of Rose Valley advisories directly affecting Town residents ("the Data"), including but not limited to:

- a. Emergency Notices regarding the Water and Sewer utility (for example Precautionary Drinking Water Advisories)
- b. Emergency Measures Notices regarding Community emergencies (for example fire, flood, chemical spill etc.)
- c. Public Works Operating Notices (for example Water System flushing Notice)
- d. General Public Newsletters issued by Council

Such Notification shall be provided only to those person's signing up for this service. This Notification method is termed an additional communication method and persons signed up to the Service shall continue to be responsible for monitoring of regular communication channels, including Local Bulletin Board Posting and Canada Post Admail and direct mail, and television and radio advertising in emergency situations.

Contact information provided to receive this Service will be used to provide such Notification by designated personnel only as follows:

- a. Town Elected Officials, Administration employees and Public Works Employees;

**b. Emergency Measures personnel appointees.**

**ACCEPTANCE OF TERMS**

Please review this Agreement carefully. By signing this Agreement you acknowledge that you have read, understood, agree and have the capacity to be legally bound by the terms of this Agreement.

**LICENSE AND EXCEPTIONS**

The Town grants you a worldwide, royalty-free, perpetual, non-exclusive licence to use the Data transmitted by phone, email or cell phone text message as follows: to copy, publish, distribute and transmit the Data in whole or in part.

This Agreement and the license granted herein does NOT grant a license for the use of:

- a. Personal information;
- b. Information that has neither been published nor disclosed by the Rec Board under The Local Authority Freedom of Information and Protection of Privacy Act (Saskatchewan).
- c. Data subject to third party rights or other intellectual property rights, including patents, trademarks, and design rights as the use of any such Data may violate copyright, trademark and other laws.
- d. to modify or adapt the Data to create value-added products or derivative works; and
- e. to exploit the Data for any lawful purpose, commercially or otherwise.

You will be fully responsible for any consequences resulting from any use of the Data and any unauthorized use of the Data, will terminate this Agreement and the license granted herein.

**NO WARRANTY OR GUARANTEE**

**The Town does NOT guarantee delivery of such Notices to all persons signed up to this service and is not liable for any errors or omissions and will not, under any circumstances be liable for any direct, indirect, special, incidental, consequential or other loss, injury or damage of any kind caused by the NON RECEIPT OF THE DATA, even if specifically advised of the possibility of such loss, injury or damage.**

**The Data is provided “as is” and the Town excludes all representations, warranties, obligations and liabilities in relation to the Data to the maximum extent permitted by law.**

**The Town does not guarantee the continued supply of the Data and is not required to provide notice of any changes, updates or deletions of Data, although the Town may at its own discretion choose to do so.**

**LIMITATION OF LIABILITY AND INDEMNITY**

The Town is not liable for any errors or omissions in the Data and will not, under any circumstances be liable for any direct, indirect, special, incidental, consequential or other loss, injury or damage of any kind caused by its use, even if specifically advised of the possibility of such loss, injury or damage. The Town is not liable for any errors or omissions in the email address provided AND is not liable for verification of the capacity of the email address holder).

You shall at all times indemnify the Town and any of its officials, servants, employees, agents, successors and assigns against any and all claims, damages and actions however made that are based upon or resulting from not receiving the Data AND from your use of the Data or your performance or non-performance of this Agreement.

**GENERAL PROVISIONS**

This Agreement is governed by the laws applicable in the Province of Saskatchewan.

This Agreement constitutes the entire agreement between the Town and you with respect to your rights to use the Data. The terms of this Agreement may change from time to time. It is your responsibility to visit the Town website ([www.townofrosevalley.com](http://www.townofrosevalley.com)) periodically to review the terms of this Agreement. Your use of the Data will be governed by the terms of this Agreement in force as of the date that you accessed the Data.

No condoning, excusing or overlooking by the Town of any default by you in performing or observing any of your obligations under this Agreement will operate as a waiver or otherwise affect the rights of the Town in respect of any continuing or subsequent default.

**Unsubscribing to the Notification List**

You may remove your contact information from the list by sending a written request to the Administrator at Town of Rose Valley Box 460 Rose Valley, SK S0E 1M0 Fax: 306-322-4461 or Email: [rosevalley@sasktel.net](mailto:rosevalley@sasktel.net).