



The City of Oshawa has implemented a program to assist downtown businesses with daily cleanup of their street facing entrances. While other priorities or weather may occasionally impact the service level of the program, the goals are as follows:

- Clean up will consist of staff going on properties to remove any debris left behind by undesired behaviours observed in the downtown area. This will include the front of properties and some alleyways. Work will be performed manually and/or using motorized equipment.
- Cleanups will occur 7 days a week in the early mornings with shifts starting as early as 6:00 a.m.
- Any circumstances or areas that present a safety issue to staff will be avoided and staff will return at a future time
- Program will run until winter control operations require staff to redirect their resources elsewhere

In order to participate in this program, we ask that the business owner, or representative thereof, read and sign the attached agreement and return it to Service Oshawa.

Should you have any questions, please contact:

Service Oshawa
905-436-3311
service@oshawa.ca

This form may contain personal information as defined under the *Municipal Freedom of Information and Protection of Privacy Act*. This information is collected under the legal authority of the Municipal Act, 2001, S.O. 2001 c.25, as amended. This information will be used and maintained by the City of Oshawa for **processing the Downtown Cleanup Program Agreement**. Questions regarding this collection may be directed to the City's Information Access and Privacy Officer, City of Oshawa, 50 Centre Street South, Oshawa, Ontario, L1H 3Z7, 905-436-3311.



Applicant name (the "Applicant")	Business name ("the Business")
Business address ("Private Property")	
Phone	Email

TO: The City of Oshawa and its officers, employees, agents and contractors (collectively the "City")

1. I, the Applicant, on behalf of the Business including all owners, occupants and invitees of the Business, and the heirs, executors, administrators, successors and assigns of the owners, occupants and invitees of the Business, wish to participate in the City's program to assist downtown businesses with daily cleanup of their street facing entrances (the "Downtown Cleanup Program").
2. I acknowledge that the general terms of the Downtown Cleanup Program are as follows:
 - a) Daily cleanups by the City will generally consist of staff going on properties to remove any debris left behind by undesired behaviours observed in the downtown area. This will include the front of properties and some alleyways. Work will be performed manually and/or using motorized equipment;
 - b) Daily cleanups by the City will occur 7 (seven) days a week in the early mornings, with shifts starting as early as 6:00 a.m.;
 - c) Any areas and/or circumstances that may present a safety risk to the City will be avoided, and the City may return at a future time;
 - d) The City will operate the Downtown Cleanup Program until the City's winter control operations require the City to redirect their resources elsewhere.
3. I further acknowledge that other priorities, weather and/or events beyond the City's control may occasionally impact the service level of the Downtown Cleanup Program, and that the City may cancel the Downtown Cleanup Program at any time for any reason, in their sole discretion.
4. In consideration of the services provided by the City to the Private Property of the Business through the Daily Cleanup Program, I, the Applicant, on behalf of all owners, occupants and invitees of the Business, and the heirs, executors, administrators, successors and assigns of the owners, occupants and invitees of the Business, hereby:

(a) permit the City to enter, pass upon, and re-enter (collectively “enter”) the Private Property of the Business for the purposes of the Daily Cleanup Program;

(b) acknowledge that while the City will provide its best efforts to clean all refuse, including garbage, human waste, and/or needles, that may be located in the outdoor portion of the Private Property, it is reasonable to expect that some refuse, including garbage, human waste, and/or needles, may be missed or may remain uncollected after the City has provided Downtown Cleanup Program services, and the City is not responsible for any refuse, including garbage, human waste, and/or needles, which may be located on the Private Property;

(c) agrees to indemnify and save harmless the City from any actions, losses, costs, damages, injuries, and/or expenses that may arise due to any refuse, including garbage, human waste, and/or needles, which are located on the Private Property which the City may have missed or failed to collect during their provision of Cleanup Services on the Private Property;

5. By signing this Agreement, I acknowledge and agree to all of the above terms and provisions, and I represent and warrant that I am authorized to bind the Business, including all owners, occupants and invitees of the Business, and the heirs, executors, administrators, successors and assigns of the owners, occupants and invitees of the Business, to this Agreement and understand the City is relying upon this warranty. I also agree to indemnify and save harmless the City from any and all damages and losses that may arise directly or indirectly from any inaccuracy in this representation and warranty.

Applicant Signature		Date
City Representative Name	Signature	Date

In order to participate in this program, we ask that the business owner, or representative thereof, read and sign the attached agreement and return it to Service Oshawa (service@oshawa.ca)