



STANDARD CERTIFICATE OF INSURANCE

***** This form must be completed and signed by your insurer or insurance broker. *****

- Note:**
1. Proof of insurance will be accepted on this form only (with no amendments).
 2. Insurance company must be licensed to operate in Canada.

This is to certify that the Insured, named below is insured as described below.

Insured: Name & Address:	Telephone Number: ()
	Fax Number: ()
Location and nature of operation or contract to which this Certificate applies:	

Type of Insurance	Company & Policy #	Policy Dates		Limits of Liability / Amounts
		Effective	Expiry	
Section 1 – Primary Comprehensive General Liability (Occurrence Basis)				Bodily Injury & Property Damage \$ _____ Inclusive \$ _____ Aggregate \$ _____ Deductible
Section 2 Automobile Liability				Bodily Injury & Property Damage \$ _____ Inclusive
Section 3 Excess / Umbrella				\$ _____ Inclusive
Section 4 Additional Insureds as required by contract: 1. The Township of Wilmot 2. Other: _____				

PROVISIONS / AMENDMENTS / ENDORSEMENTS:

- A. Comprehensive General Liability Insurance (and Excess, if any) is extended to include the following coverage: Cross Liability and Severability of Interest Clause, Premises and Operations Liability, Blanket Contractual Liability, Products / Completed Operations, Personal Injury, and Non-Owned Automobile Liability.
- B. With respect to the Comprehensive General Liability Insurance (and Excess, if any), THE TOWNSHIP OF WILMOT, its officers and/or officials, employees and volunteers (and "other" entities as outlined in Section 4 above) have been added as Additional Insureds but only with respect to liability arising out of the operations of the Named Insured.
- C. The Comprehensive General Liability Insurance (and Excess, if any) Policy(ies) identified above shall protect each Insured in the same manner and to the same extent as though a separate policy has been issued to each but shall not increase the Limits of Liability as identified about beyond the amount or amounts for which the company would be liable if there had been only one Insured. Any failure to comply with any provision of the insurance policy by the Named Insured shall not affect coverage provided to The Township of Wilmot.
- D. The policy(ies) identified above shall apply as primary insurance and not excess to any other insurance available to THE TOWNSHIP OF WILMOT.
- E. If cancelled or changed to reduce the coverage as outlined on this Certificate, during the period of coverage as stated herein, thirty (30) days (ten (10) days if cancellation is due to non-payment of premium) prior written notice by registered mail will be given by the Insurer(s) to:

The Township of Wilmot
60 Snyder's Rd W
Baden, ON N3A1A1
Attn: Manager of Community Services

This certificate is executed and issued to the aforesaid Township of Wilmot, the day and date herein written below.

Name of insurance company or broker (completing form):	Telephone number: ()
Address:	Fax number: ()
Name of authorized representative or official (please print):	Signature of authorized representative or official:
	Date (year, month, day):

Indemnification Provision:

The Vendor, both during and after the term of this Agreement, shall at all times, and at its own cost, expense and risk, defend, indemnify and hold harmless the Township of Wilmot, its elected officials, officers, employees, volunteers, agents, contractors, and all respective heirs, administrators, executors, successors and assigns from any and all losses, damages (including, but not limited to, incidental, indirect, special and consequential damages, or any loss of use, revenue or profit by any person, organization or entity), fines, penalties and surcharges, liabilities (including, but not limited to, any and all liability for damage to property and injury to persons, including death), judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind (including, but not limited to proceedings of a criminal, administrative or quasi criminal nature) and expenses (including, but not limited to, legal fees on a substantial indemnity basis), which the indemnified person or persons may suffer or incur, howsoever caused, arising out of or in consequence of or directly or indirectly attributable to the Services required to be performed by the Vendor, its agents, employees and sub-contractors on behalf of the Township of Wilmot, provided such losses, damages, fines, penalties and surcharges, liabilities, judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind and expenses as defined above are due or claimed to be due to the negligence, breach of contract, and/or breach of law of the Vendor, its agents, employees or sub-contractors.

Insurance Provisions:

It is the responsibility of the Vendor and/or their Insurance Broker to review all potential operations and exposures to determine if the coverage and limits noted below are sufficient to address all insurance related exposures presented by the specifications of this Project, Work or Supply. The Vendor shall insure its undertaking, business and equipment under the following coverage so as to protect and indemnify and save harmless the the Township of Wilmot:

a.) **General Liability Insurance:** The Vendor shall maintain liability insurance acceptable to the the Township of Wilmot throughout the term of this Agreement. Coverage shall consist of a comprehensive policy of public liability and property damage insurance, with all applicable coverage extensions/endorsements available, in an amount of not less than \$2,000,000 per occurrence. Such insurance shall name the Township of Wilmot, and any other person or party identified in the contract documents, as an additional insured with a cross liability endorsement and severability of interests provision. The policy SIR/deductible shall not exceed \$100,000 per claim (unless approved by risk management).

b.) **Provisions:** All Insurers must be licensed in Ontario. The Vendor shall forward Certificates of Insurance evidencing this insurance prior to the commencement of work and thereafter on or prior to the expiry of the insurance coverage to the Township of Wilmot. The Certificates shall state that coverage will not be cancelled, terminated, amended or otherwise changed or modified except after thirty (30) days (fifteen (15) days if cancellation is due to non-payment of premium) prior written notice by certified mail to the Township of Wilmot.

It is also understood and agreed that in the event of a claim any deductible or self-insured retention (SIR) under these policies of insurance shall be the sole responsibility of the Vender and that this coverage shall preclude subrogation claims against the the Township of Wilmot and any other person insured under the policy and be primary insurance in response to claims. Any insurance or self-insurance maintained by the Township of Wilmot and any other person insured under the policy shall be considered excess of the Vendor's insurance and shall not contribute with it. The minimum amount of insurance required herein shall not modify, waive or otherwise alter the Vendor's obligation to fully indemnify the Township of Wilmot under this Agreement. Any failure to comply with any provision of the insurance policy by the Vendor shall not affect coverage provided to the Township of Wilmot.

Acting reasonably, the Township of Wilmot reserves the right to modify the insurance requirements as deemed suitable. If the Township of Wilmot requests to have the amount of insurance increased or to obtain other

special insurance for this event then the Vendor shall endeavour forthwith to obtain such increased or special insurance. _

c.) Third Party Claims Process:

The Township of Wilmot's claims process for Third Party claims is to refer the claimant directly to the Vendor and to leave the resolution of the claim with the Vendor. This applies regardless of whether or not it is an insured loss.

As the Township of Wilmot has a responsibility to the taxpayers, we must ensure that claimants are dealt with in a fair and efficient manner. Claims reported to the Vendor, either directly by a third party or through the Township of Wilmot shall be promptly investigated by the Vendor (its insurer or adjuster). The Vendor shall make contact with the third party claimant upon receipt of notice of a claim. The Vendor shall initiate an investigation of the claim immediately upon notice, and advise the third party claimant in writing (preferably by a qualified third party adjusting firm), with a copy to the Township of Wilmot, of the status of their claim upon completion of this investigation. Such investigation shall be done in a professional manor and reasonable time frame consistent with Insurance Institute of Canada practices. Upon resolution of the claim, the Vendor (its insurer or adjuster) shall issue a letter to the claimant, with a copy to the Township of Wilmot, which will include the reasons for their position. Should this position not resolve the claim and be accepted by the third party claimant, the Vendor shall immediately report the claim to its Insurer. If the Vendor fails to follow this procedure, the Township of Wilmot may report such claims to the Vendor's insurer directly.

Nothing herein shall limit the right of the Township of Wilmot to investigate and resolve any such claims notwithstanding the response of the Vendor and/or its Insurer and to seek indemnification from the Vendor or to exercise any other rights under this agreement. Failure to follow the process above may result in being refused the right to participate in future events hosted by the Township of Wilmot.

For anything high risk (ie. Axe throwing, animal rides, etc.), same wording as above, except change the \$2 million requirement to \$5 million requirement.

For vendors that will be selling food or goods (since they could have a claim brought against them for product liability relating to the use of the food or goods after the event, the only change here is adding "products/completed operations" requirement to their insurance):

Indemnification Provision:

The Vendor, both during and after the term of this Agreement, shall at all times, and at its own cost, expense and risk, defend, indemnify and hold harmless the Township of Wilmot, its elected officials, officers, employees, volunteers, agents, contractors, and all respective heirs, administrators, executors, successors and assigns from any and all losses, damages (including, but not limited to, incidental, indirect, special and consequential damages, or any loss of use, revenue or profit by any person, organization or entity), fines, penalties and surcharges, liabilities (including, but not limited to, any and all liability for damage to property and injury to persons, including death), judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind (including, but not limited to proceedings of a criminal, administrative or quasi criminal nature) and expenses (including, but not limited to, legal fees on a substantial indemnity basis), which the indemnified person or persons may suffer or incur, howsoever caused, arising out of or in consequence of or directly or indirectly attributable to the Services required to be performed by the Vendor, its agents, employees and sub-contractors on behalf of the Township of Wilmot, provided such losses, damages, fines, penalties and surcharges, liabilities, judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind and expenses as defined above are due or claimed to be due to the negligence, breach of contract, and/or breach of law of the Vendor, its agents, employees or sub-contractors.

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