

## INDEMNITY AGREEMENT

THIS AGREEMENT is effective as of the \_\_\_\_ day of \_\_\_\_\_, 202\_\_ (the “**Effective Date**”)

BETWEEN:

◆*insert corporate name, incorporation number and registered office*

(the “**Service Provider**”)

AND:

**CITY OF COQUITLAM**, a municipality incorporated pursuant to the provisions of the *Local Government Act*, R.S.B.C. 2015, c. 1, with its offices at 3000 Guildford Way, Coquitlam, British Columbia, V3B 7N2

(the “**City**”)

BACKGROUND:

- A. The Service Provider has offered to provide and the City has agreed to receive certain services that are more specifically set out and described within City of Coquitlam’s Request for Proposals, RFP No. 25 – 113 (collectively, the “**Services**”), and a copy of City of Coquitlam’s Request for Proposals, RFP No. 25 – 113 (the “**RFP**”) is attached hereto as Schedule A.
- B. In connection with the Service Provider’s offering and provision of the Services, the City has requested and the Service Provider has agreed to provide certain indemnities and other assurances to the City in accordance with the terms and conditions of this agreement.

WHEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties hereto agree as follows:

### ARTICLE 1 INDEMNITY AND RELEASE

#### 1.1 Definitions

In this agreement, “**Losses**” means any loss, liability, damage, cost, expense, charge, fine, penalty or assessment including the costs and expenses of any action, suit, proceeding, demand, assessment, judgment, settlement or compromise and all interest, fines, penalties and reasonable professional fees and disbursements incurred, experienced, suffered or sustained by a party.

## 1.2 Indemnity and Release

As of and from the Effective Date, the Service Provider will indemnify and save harmless the City, and its elected or appointed officials, officers, employees, and agents (collectively, the "**City Personnel**"), from the full amount of any Losses, including all costs associated with the enforcement of this Agreement which the City, or any City Personnel, may incur, experience, suffer or sustain as a result of or arising from:

- (a) the Services;
- (b) the Service Provider's provision of the Services;
- (c) the condition of any materials, chattels or other property salvaged or retained by the Service Provider in the course of providing the Services;
- (d) any contract or agreement between the City or any City Personnel and the Service Provider for the performance of the Services (each a "**Service Agreement**" and collectively the "**Service Agreements**"); and
- (e) any claims of contribution made by third parties in respect of damage for which the Service Provider has released the City and the City Personnel under this Agreement.

The Service Provider hereby releases the City and the City Personnel from any and against all Losses suffered or incurred by the Service Provider arising from:

- (a) the Services;
- (b) the Service Provider's provision of the Services;
- (c) the condition of any materials, chattels or other property salvaged or retained by the Service Provider in the course of providing the Services; and
- (d) any Service Agreements,

except for any Losses suffered or incurred by the Service Provider as a result of the City's wilful acts or omissions, including but not limited to a breach of any Service Agreements.

## 1.3 Acknowledgement

For greater certainty, the Service Provider acknowledges that, following the completion of the Services, any materials, chattels or other property salvaged or retained by the Service Provider in the course of providing the Services shall be salvaged or retained by the Service Provider "as is", and the City has not and will not make any representations or provide any warranties with respect to the state or condition of such materials, chattels or other property or the suitability of the same for any use whatsoever.

## **ARTICLE 2 GENERAL**

### **2.1 Further Assurances**

The Service Provider shall execute and deliver any further agreements and documents and provide any further assurances as may be reasonably required by the City to give effect to this Agreement and, without limiting the generality of the foregoing, will do or cause to be done all acts and things, execute and deliver or cause to be executed and delivered all agreements and documents and provide any assurances, undertakings and information as may be required from time to time by any federal, provincial, state, local, municipal, regional, territorial, aboriginal, or other government, government or public department, branch, ministry, or court, domestic or foreign, including any district, agency, commission, board, arbitration or authority exercising or entitled to exercise any administrative, executive, judicial, ministerial or prerogative, legislative, regulatory or taxing authority or power of any nature as well as any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of them, and any subdivision of any of them.

### **2.2 Amendment and Waiver**

No supplement, modification, amendment, waiver, discharge or termination of this Agreement is binding unless it is executed in writing by the party hereto to be bound. No waiver of, failure to exercise, or delay in exercising any provision of this Agreement constitutes a waiver of any other provision, whether or not similar, nor does any waiver constitute a continuing waiver unless otherwise expressly provided.

### **2.3 Assignment and Enurement**

This Agreement enures to the benefit of and is binding upon the parties hereto and their respective successors, permitted assigns, and, if applicable, heirs, executors, and administrators.

### **2.4 Interpretation**

In this Agreement, words signifying the singular number include the plural and vice versa, and words signifying gender include all genders. Every use of the word "including" in this Agreement is to be construed as meaning "including, without limitation".

### **2.5 Survival**

The Service Provider's obligations under this Agreement shall survive the completion of the Services in accordance with the terms and conditions of any Service Agreements.

## **2.6 Governing Law**

This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable in that Province.

## **2.7 Independent Legal Advice**

The Service Provider agrees that it has read and understands the terms and conditions of this Agreement and that it has had the opportunity to seek, and was not prevented or discouraged by the City from seeking, any independent legal advice which it considered necessary before the execution and delivery of this Agreement and that, if it did not avail itself of that opportunity before signing this Agreement, it did so voluntarily without any undue pressure, and agrees that its failure to obtain independent legal advice will not be used by it as a defense to the enforcement of its obligations under this Agreement.

## **2.8 Interpretation**

In this Agreement words signifying a male person include a female person and words signifying a female person include a male person, and either word includes a corporation or a neuter person, and vice versa, and words signifying the singular include the plural, and words in the plural include the singular.

## **2.9 Severability**

Each provision of this Agreement is distinct and severable. If any provision of this Agreement, in whole or in part, is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect the legality, validity or enforceability of the remaining provisions of this Agreement, or the legality, validity or enforceability of that provision in any other jurisdiction.

*[Section 2.10 and signatures on following page.]*

## 2.10 Counterparts and Delivery

This Agreement may be executed in counterparts and delivered by electronic communication means.

IN WITNESS WHEREOF each of the parties hereto has executed and delivered this Agreement, as of the date first written above.

By the Service Provider:

◆***insert corporate name,***  
by its authorized signatories:

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Name & Title:

By the City:

**CITY OF COQUITLAM,**  
by its authorized signatories:

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Name & Title:

**SCHEDULE A**

**The RFP**

*[see attached.]*

**Draft - For Information**