

**Appendix 'A'**  
**Insurance Requirements**  
**Vendor/Mobile Food Vendor/Public Market**

**Insurance Requirements**

1. This appendix shall apply to those persons who carry on a Business subject to a Licence under this policy.

**Indemnification and Save Harmless**

2. Upon submitting an Application, the Applicant shall execute the following indemnity/save harmless to the satisfaction of the Municipality:
  - 2.1 The Licensee shall defend, indemnify and save harmless the Municipality of Hastings Highlands, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Licensee, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the Licence. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Licensee in accordance with this Policy. The Licensee agrees to defend, indemnify and save harmless the Municipality of Hastings Highlands from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Supplier's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Supplier in accordance with this Contract and shall survive this Contract.
  - 2.2 The Licensee both during and after the term of the Licence or renewed Licence, shall at all times, and at its own cost, expense and risk, defend, indemnify and hold harmless the Municipality, its elected officials, officers, employees, volunteers, agents, 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 Municipality may suffer or incur, howsoever caused, 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 Licensee.

### **Commercial General Liability Insurance**

- 2.3 The Licensee shall maintain Commercial General Liability, underwritten by an insurer licensed to conduct business in the Province of Ontario, for a limit of not less than \$2,000,000.00 per occurrence and with an aggregate limit of not less than \$2,000,000.00 within any policy year with respect to completed operations and a deductible of not more than \$1,000.00. The policy shall include an extension for a standard provincial and territorial form of non-owned automobile liability policy. This policy shall include but not be limited to:
- i. Name the Municipality as an additional insured
  - ii. Cross-liability and severability of interest
  - iii. Blanket Contractual
  - iv. Products and Completed Operations
  - v. Premises and Operations Liability
  - vi. Personal Injury Liability
  - vii. Contingent Employers Liability
  - viii. Owners and Contractors Protective
  - ix. The policy shall include 30 days' notice of cancellation
- 2.4 The prescribed limit, aggregate and deductible outlined in 2.4 shall apply unless otherwise indicated in this policy.
- 2.5 The Licensee shall maintain liability insurance acceptable to the Licensing Officer throughout the term of their Licence.

### **Third-Party Insurance Options for Vendors and Public Markets Operating on Municipal Property**

1. The Municipality's '*Property, Facility and Field Use Policy*' provides an opportunity for approved Vendors, and Public Markets to obtain third-party insurance through the Municipality's Insurer, subject to certain terms and conditions. For more information including eligibility, rates and how to apply refer to the Municipality's '*Property Facility and Field Use Policy*.'

### **Automobile Liability Insurance**

1. Where the Licensee uses or requires a Motor Vehicle to carry on their Business, the Licensee shall obtain and maintain, in full force and effect for the term of their Licence.
2. Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than \$2,000,000 per occurrence for Third Party Liability, unless otherwise specified in this policy in respect of the use or operation of vehicles owned, operated or leased by the Licensee.