

## Appendix 1

### INSURANCE

Upon request the Applicant must show proof of their Commercial General Liability Insurance Certificate per occurrence not less than \$2,000,000.00 (two million dollars) coverage against bodily injury, personal injury, products and completed operations, and property damage including loss thereof. The City of Edmonton must be listed as Additional Insured. No delivery to, or review or approval by the City of any insurance certificate, insurance policy or other documentation evidencing insurance cover shall limit or relieve the Applicant of its obligations. If requested, a Certificate of Insurance will be provided to the City of Edmonton within five business days of being requested to do so. The following mailing address for the City as the "Additional Insured" is to be used on the Certification of Insurance:

City of Edmonton  
9th Floor, Chancery Hall  
3 Sir Winston Churchill Square  
Edmonton, Alberta  
Canada T5J 2C3

### INDEMNIFICATION AND RELEASE

1. The City will not be responsible in any way for any injury to any person or any loss or damage to any property, including any equipment, material or product, however caused, belonging to the Applicant, or to the employees, agents or volunteers acting on behalf of the Applicant. In no event shall the City be liable to the Applicant for any indirect or consequential damage however caused, including, without limiting the generality of the foregoing, whether or not they would otherwise be considered indirect or consequential loss.

2. The Applicant shall indemnify and save harmless the City of Edmonton, its servants, employees and agents from and against all claims, expenses, actions, losses, costs and suits (and without limiting the generality of the foregoing, including solicitor and client costs) caused by or arising out of, directly or indirectly, the performance of the business activity, or by reason of any matter or thing done by or not done by the Applicant, its employees or agents which may be brought or made against the City or which the City may pay or incur and which arise out of or in connection with:

- i. any of the rights or privileges granted to the Applicant pursuant to this Application;
- ii. any breach, violation or non-performance of any covenant, condition or guideline related to this Application to be fulfilled, kept, observed or performed by the Applicant; and
- iii. any damage to any property or injury to a person or persons, including death resulting at any time therefrom, occasioned by the use of parkland by the Applicant, its servants, agents, employees or licensees;

3. The Applicant assumes all responsibility for themselves and anyone whom they have hired or otherwise authorized to sell goods and/or supply services/products at the event location and are responsible for ensuring they are aware of and comply with these terms.