

ACKNOWLEDGEMENT AND INDEMNITY

TO: THE CORPORATION OF THE CITY OF WATERLOO (the "City")

CORPORATION:(the "Licencee") **LANDS:**_____ (the "Lands") **RE:** SOLER

Temporary Licence Application

1. The Corporation has submitted an application to the City for a temporary Licence under City of Waterloo By-law #2014-085 as amended, and the Acknowledgement and Indemnity form part of application.
2. Once, and if the application is approved, the Corporation shall become a Licencee, and the Acknowledgment and Indemnity shall attach to form part of the Licence.
3. The Licencee and the Owner both during and after the term of the Licence or renewed Licence, shall without exception and at all times, and at its own cost, expense and risk, defend, indemnify and hold harmless the City, 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 City and all indemnified Person or Persons may suffer or incur, howsoever caused provided such losses, damages fines, penalties and surcharges, liabilities, judgments, claims, demands, causes of action, contracts, suits, action or other proceedings of any kind and expenses due or claimed to be due to negligence, breach of contract and/or breach of law, issuance or non-issuance of the Licence, use/maintenance of the Lands (including all buildings, structures, and furnishings thereon), enforcement of the Licence, modification of the Licence, and/or revoking of the Licence by the City or any other governmental body having jurisdiction.

DATED this ____ day of _____, 2021.

PER: _____

Name: Position:

I have authority to bind the Corporation

Application fees are non-refundable and are not prorated.

***Collection Notice**

To the extent that the foregoing information constitutes personal information as defined in the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, chapter M.56 as amended, the information is subject to provisions of the Act and will be used for the purposes indicated or implied by this form. Questions about the collection of personal information should be directed to the City Clerk, Waterloo City Centre, 100 Regina Street South, P.O. Box 337, Station Waterloo, ON N2J 4A8 (519) 886-1550