

SCHEDULE "E" – INSURANCE REQUIREMENTS

1. Applicant to Provide

The applicant shall procure and maintain, at its own expense and cost, the insurance policies listed in Section 2 of this schedule, with limits no less than those shown in the respective items, unless in connection with the performance of some particular part of the Fireworks Event Permit, the City advises, in writing, that it has determined that the exposure to liability justifies lower limits. The insurance policy or policies shall be maintained continuously from the commencement date of the Fireworks Event Permit until the expiry of the Fireworks Event Permit or such longer period as may be specified by the City.

2. Insurance

As a minimum, the Applicant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:

Workers Compensation Insurance covering all employees of the Applicant engaged in the works and services related to the Fireworks Event, in accordance with the statutory requirement of the Province or Territory having jurisdiction over such employees.

Comprehensive General Liability Insurance:

- (i) Providing for an inclusive limit of not less than Five Million Dollars (\$5,000,000.00) for each occurrence or accident.
- (ii) Providing for all sums which the Applicant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out or related to the Fireworks Event Permit or any operations carried on in connection with the Fireworks Event Permit.
- (iii) Including coverage for Products/Completed Operations, Blanket Contractual, Contractor's Protective, Personal Injury, Contingent employer's Liability, Broad Form Property Damage, and Non-Owned Automobile Liability.
- (iv) Including a Cross Liability clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder, in respect to any claim, demand, suit or judgement made against any other Insured.

3. The City Named as Additional Insured

The policy required by section 2.2 of this schedule shall provide that the City is named as an Additional Insured thereunder and that said policy is primary without any right of contribution from any insurance otherwise maintained by the City.

4. Certificates of insurance

The Applicant agrees to submit a Certificate of Insurance, in a form satisfactory to the City, to the Administration Department, prior to the commencement date of the Permit. The Certificate shall provide that 30 days written notice shall be given to the Administration Department of the City prior to any material changes or cancellation of such policy or policies.

5. **Additional Insurance**

The Applicant may take out such additional insurance, as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.

6. **Insurance Companies**

All insurance, which the Applicant is required to obtain with respect to the Fireworks event Permit, shall be with Insurance Companies registered in and licensed to underwrite such insurance in the Province of British Columbia.

7. **Failure to Provide**

If the Applicant fails to do all or anything which is required of it with regard to insurance, the City may do all that is necessary to effect and maintain such insurance, and any monies expended by the City shall be repayable by and recovered from the Applicant. The Applicant expressly authorizes the City to deduct from any monies owing the Applicant, any monies owing by the Applicant to the City.

8. **Non-payment of Losses**

The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Applicant shall not be held to waive or release the Applicant from any of the provisions of the Insurance Requirements of the Fireworks Event Permit, with respect to the liability of the Applicant otherwise. Any insurance deductible maintained by the Applicant under any of the insurance policies is solely for its account and any such amount incurred by the City will be recovered from the Applicant as stated in section 7 of this schedule.