



Form 2: Indemnification Form (Acknowledgement)

FROM: _____ (Owner)
(Name of Condominium Corporation)

(Address of private property)

AND: _____
(Name of duly authorized agent of Condominium Corporation)

(Address of duly authorized agent)

TO: THE CORPORATION OF NORFOLK COUNTY and its officers, employees, agents and contractors ("County")

In consideration of Waste and recycling collection from the condominium property of the Owner, the Owner on behalf of itself, all Unit Owners and invitees, and the heirs, executors, administrators, successors and assigns of the Owner, the Unit Owners and invitees hereby:

Permits the County to enter, pass upon and re-enter (collectively "Enter") the property owned by the Condominium Corporation for Waste and recycling collection purposes;

Certifies that the condominium property (including the pavement, driving surface and boulevard) can sustain the entry of the County's collection vehicles; and

Agrees to hold the County, its employees, Councillors, assignees, agents and other representatives, and the County's Contractor(s) harmless from any and all claims, losses, liabilities, costs, damages, debts, expenses, fees (including all legal expenses and court costs) or wear and tear that may result, directly or indirectly, from:

- a) any act, omission, default or negligence of the Owner or any Unit Owner or invitee, or entry onto the private property for Waste and recycling collection purposes, except losses, costs, damages or expenses caused by the County's or

Contractor's negligence. This provision shall survive any termination of the collection services to be provided by the County;

- b) Any missed, delayed, or suspended waste collection;
- c) Damage to waste containers or receptacles; and
- d) Any damage or loss arising from the condition of the internal roadways and private property which are to be maintained by the Owner.

The Owner, or the Owner's authorized agent, shall ensure that all internal roadways on private property are maintained in good repair for collection services throughout the year, as well as ensuring there are no parked cars or snow/ice on the internal roadways that could be deemed as obstructions and shall further indemnify and save harmless the Municipality of any act, omission, or negligence of the Owner in doing so.

The Owner acknowledges and agrees that:

- a) Nothing in this Agreement constitutes or shall be construed as an assumption, dedication, or acceptance by the Municipality of the private roadways or any other private infrastructure;
- b) The Municipality has no obligation to maintain, repair or upgrade the private roadways; and
- c) repeat obstruction of the internal roadways or any turn-around area may result in missed collections or cancellation of collection service;
- d) they have the authority to bind the Condominium Corporation.

The Owner shall at its expense obtain and keep in force commercial general liability insurance which shall be written with an insurer licensed in the Province of Ontario and satisfactory to the County, having the following characteristics: (i) a limit of liability of not less than Five Million Dollars (\$5,000,000.00) per occurrence; (ii) the County and its Contractor shall be named as additional insureds; and (iii) the policy shall contain a provision for cross liability in respect of the named insureds. Proof of insurance shall be provided to the County upon execution of this Indemnity and upon renewal, or upon request of the County.

Signature page

Dated this _____ day of _____ 20__.

Condominium Name: _____ (Insert Name)

Norfolk Condominium Corporation No. _____ [Insert Number]

Per: _____

Name:

Title:

Per: _____

Name:

Title:

We have authority to bind the corporation.

DRAFT