



## THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

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### **INSURANCE, RELEASE AND INDEMNITY AGREEMENT**

THIS AGREEMENT dated for reference [date].

BETWEEN:

**VILLAGE OF LIONS BAY**, a municipality duly incorporated under the laws of British Columbia and having an address at 400 Centre Road, Lions Bay, BC, V0N 2E0 (the “Municipality”).

AND:

**[NAME OF APPLICANT(S)]**, being the owner of \_\_\_\_\_, Lions Bay, BC, (the “Owner”).

WHEREAS:

- A. The Owner has applied to the Municipality for a Temporary Use Permit for Short-Term Rentals at \_\_\_\_\_, Lions Bay, BC (the “Property”);
- B. The Municipality has adopted Policy POL-1702 providing guidance for staff, elected officials and property owners regarding applications for Temporary Use Permits (TUPs) for Short Term Rentals (STRs); and
- C. The Owner has agreed to grant this indemnity and release to the Municipality as a condition of issuing the Temporary Use Permit.

NOW THEREFORE, in consideration of the payment of one (\$1.00) dollar and other good and valuable consideration paid by each of the parties to the other (the receipt and sufficiency of which is hereby acknowledged) the Municipality and the Owner agree as follows:

#### **NATURAL HAZARD**

1. The Owner acknowledges that the Property is situated within a Natural Hazard Assessment Area, as defined in the report titled “The Village of Lions Bay: A Natural Hazards Assessment Area Strategy for Coastal, Creek and Hillslope Hazards” prepared by Cordilleran Geoscience dated June 25, 2018, which report can be viewed at the Village of Lions Bay website: [https://www.lionsbay.ca/sites/2/files/docs/related/lions\\_bay\\_nhaa\\_final\\_v5maps.pdf](https://www.lionsbay.ca/sites/2/files/docs/related/lions_bay_nhaa_final_v5maps.pdf)



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(the “Report”), and may be at risk of such natural hazards as debris flow, debris flood, slope failure, landslide, rockfall and wildfire (collectively, the “Natural Hazards”). The Owner confirms that they have viewed the Report and have a full understanding of the scope and risk of the potential Natural Hazards affecting the Property.

2. Pursuant to the Temporary Use Permit, the Owner is fully responsible for notifying all prospective STR tenants of the risk of Natural Hazards and for directing STR tenants to the Municipality’s website for information about the Natural Hazards in the area.
3. The Owner is fully responsible for the safety of the Property, the safety of STR tenants, and the suitability of the Property for its intended use. The Municipality makes no representations or warranties about the safety of the Property from Natural Hazards.

### **RELEASE AND INDEMNITY**

4. In this Agreement, the following terms have the following meaning:
  - a. “Claims and Expenses” includes all actions, causes of action, suits, judgments, proceedings, demands and claims, whether at law or in equity, losses, damages, expenses and costs (including legal fees and disbursements on an indemnity basis) of any kind or nature whatsoever, at law or in equity, for any damage, loss, expense, injury or death; and
  - b. “Municipal Parties” means the Municipality, its employees, officers, volunteers, contractors and elected officials.
5. The Owner hereby releases the Municipal Parties from all Claims and Expenses that may occur as a result of the use of the Property for STR purposes, including but not limited to one or more of the following:
  - a. the issuance of the Temporary Use Permit;
  - b. a Natural Hazard event;
  - c. failure of the Owner to notify Property occupants of the risk of Natural Hazards;



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- d. the condition of the Property;
  - e. a negligent act or omission of the Owner or those for whom the Owner is at law responsible; and
  - f. a negligent act or omission of an STR tenant.
6. The Owner shall indemnify the Municipal Parties against all Claims and Expenses that the Municipal Parties may incur as a result of the use of the Property for STR purposes, including but not limited to one or more of the following:
- a. the issuance of the Temporary Use Permit;
  - b. a Natural Hazard event;
  - c. failure of the Owner to notify a Property occupant of the risk of Natural Hazards;
  - d. the condition of the Property;
  - e. a negligent act or omission of the Owner or those for whom the Owner is at law responsible; and
  - f. a negligent act or omission of an STR tenant.
7. The Owner shall reimburse the Municipality for all costs (including legal and consultant fees) incurred by the Municipality to enforce this Agreement.
8. Sections 5, 6 and 7 will survive the expiration or the earlier termination of the Temporary Use Permit.

### **INSURANCE**

9. The Owner shall:
- a. as a condition of issuing the Temporary Use Permit, obtain; and
  - b. at all times during the term of the Temporary Use Permit, maintain in good standing,



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a general commercial liability insurance in connection with the uses permitted in the Temporary Use Permit, in the amount of not less than \$5,000,000.00 per occurrence, in the form and substance acceptable to the Municipality.

10. Without limiting section 9, the insurance policy must:

- a. add the Municipality as an additional insured;
- b. contain severability of interest and cross-liability endorsements satisfactory to the Municipality;
- c. contain a waiver of subrogation against the Municipal Parties, in the form satisfactory to the Municipality;
- d. be a primary, non-contributing policy relative to any insurance carried by the Municipality;
- e. stipulate that the policy will not be cancelled or materially amended without a prior 30-days' written notice to the Municipality; and
- f. have a deductible in an amount acceptable to the Municipality.

11. The Municipality reserves the right to require the Owner to increase or amend the insurance, or obtain a different type of insurance, as necessary to reflect insurance that a prudent owner would obtain for similar uses in similar circumstances in British Columbia.

12. The Owner acknowledges that any requirements by the Municipality as to the amount of coverage under any policy of insurance will not constitute a representation by the Municipality that the amount required is adequate. The Owner is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits will not be construed as relieving the Owner from responsibility for any amounts which may exceed these limits, for which the Owner may be legally liable.

13. The requirement to obtain and maintain insurance is without prejudice to the Owner's obligation to indemnify the Municipal Parties.



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14. The Owner is solely responsible for all deductible amounts including all claim expenses incurred and policy premium payments.

**GENERAL**

15. This Agreement will be governed by the laws and statutes of the Province of British Columbia, and the British Columbia courts will have jurisdiction.

16. This Agreement is without prejudice to the Municipality's rights and obligations as a governmental authority under the *Community Charter*, the *Local Government Act* and other enactments.

17. The Municipality's remedies under this Agreement are cumulative and in addition to any right or remedy which may be available to the Municipality at law or in equity.

18. Failure of the Municipality to enforce this Agreement will not constitute a waiver of any obligation under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below:

Signed on \_\_\_\_\_ by the authorized signatories of the VILLAGE OF LIONS BAY:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Corporate Officer

Signed on \_\_\_\_\_ by \_\_\_\_\_ [Owner] in the presence of

\_\_\_\_\_ [Witness]: \_\_\_\_\_  
Witness

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Occupation of Witness