



**Contractual Letter of Undertaking and Indemnification
(Demolition or Deconstruction)**

PROVIDED BY:

Name (print)

Address

(hereinafter called the "Applicant")

FOR THE BENEFIT OF:

The Corporation of the District of Oak Bay
2167 Oak Bay Avenue
Victoria, British Columbia V8R 1G2

(hereinafter called the "Municipality")

WHEREAS:

- A The Applicant has been authorized by the registered owner of the following lands and premises situate in the District of Oak Bay in the Province of British Columbia to apply for a permit to deconstruct/demolish the buildings located thereon:

Parcel Identifier: _____

Legal Description: _____

Civic Address: _____

(hereinafter called the "Land");

- B The Applicant has applied to the Municipality for a permit to carry out a demolition or deconstruction on the Land

(hereinafter called the "Work");

- C Section 22 of the Building and Plumbing Bylaw, 2005, as amended, requires that an applicant for a demolition or deconstruction permit sign a contractual letter of undertaking indemnifying and saving harmless the Municipality against claims in relation to the Work;

NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE APPLICANT UNDERTAKES, COVENANTS AND AGREES TO BE BOUND CONTRACTUALLY AS FOLLOWS:

- 1 The Applicant agrees to indemnify and save harmless the Municipality, its officers, servants, agents and employees, from and against any and all losses, claims, demands, suits, actions, recoveries and judgments of every kind brought against the Municipality arising out of or in any way connected with the Work.
- 2 The Applicant agrees to maintain for the period of the Work, at all relevant times, comprehensive public liability insurance with an insurer satisfactory to the Municipality in the amount of not less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and property damage including loss of use thereof.
- 3 The Applicant herewith hands the Municipality a certificate of insurance certifying that the insurance required herein has been obtained and is in force, with the insurers acknowledging in writing to the Municipality that the insurance is in force and that in the event of cancellation or material change in a policy affecting those insured, thirty (30) days prior notice shall be given to the Municipality by the insurer. The Applicant agrees that the provision of such insurance shall in no way limit the indemnification set out in Paragraph 1, which obligations shall survive the termination of this Agreement and the Work.
- 4 This Contractual Letter of Undertaking and Indemnification shall enure to the benefit of the Municipality and shall be binding on the Applicant, its heirs, administrators, executors, successors and assigns.

IN WITNESS WHEREOF the Applicant has caused this Contractual Letter of Undertaking and Indemnification to be executed on _____ , 2_____.

SIGNED, SEALED AND DELIVERED by)
)
)
_____)
Applicant (print))
)
in the presence of:)
)
_____)
Signature of Witness)
)
_____)
Name of Witness (print))
)
_____)
Address of Witness)

_____)
Authorized Signatory, Applicant