

**Schedule "C"**  
**Mississauga-Gold Lake Cottagers' Road Group**  
**Contractor Insurance Guarantee**

**Purpose** (excerpt from By-law)

**6.01 Protection of Directors, Officers and Members**

The Board shall procure and maintain such insurance for the benefit of its Directors, Officers and Members as the Board may from time to time determine.

All contractors or others providing services to the Corporation shall maintain and demonstrate adequate and valid liability insurance coverage as outlined in Schedule "C."

All incorporated contractors, but not sole proprietors, providing services to the Corporation shall maintain and demonstrate adequate and valid Workplace Safety & Insurance Board coverage as outlined in Schedule "C."

**Scope**

This policy pertains to all Service Providers to the Mississauga-Gold Lake Cottagers' Road Group (the "Corporation"), who provide in excess of two thousand dollars (\$2000.00) aggregate annual service to the Corporation. Notwithstanding the above, the Corporation at its sole discretion may demand of any Service Provider adequate and valid insurance coverage.

**Insurance**

1. A valid Workplace Safety & Insurance Board (WS&IB) Firm Number must be provided at the effective date of all contracts for service to the Corporation, by incorporated contractors, and a current Clearance Certificate must be provided before commencing the service, unless the service provider is registered as a Sole Proprietor and does not carry WS&IB coverage. Renewal Certificates must be provided prior to the expiration of an existing Clearance Certificate.
2. The Service Provider shall, at its own expense, maintain property and comprehensive liability insurance, (and provide proof of same) with a minimum limit of five million dollars (\$5,000,000.00), to protect the Corporation against damage to property and injury to persons arising from the performance of the services provided.

## **Indemnity**

The Service Provider shall indemnify and keep harmless the Corporation against all losses, expense, damage and/or penalties that may arise out of any action for damages to property or persons occasioned by the performance of the services provided.

## **Record Keeping**

The Service Provider agrees to keep appropriate records documenting the time spent on various projects for the Corporation and the activities and projects undertaken for the Corporation, and agrees to make such records available during the Term, and for seven (7) years after the ending date for review by the Corporation promptly upon request.

## **Conflict of Interest**

Except as has been disclosed to the Corporation, the Service Provider affirms that neither the Service Provider, nor its affiliates or their employees, has, shall have, or shall acquire a contractual, financial business or other interest, direct or indirect that would conflict in any manner with the Service Provider's performance of its obligations or otherwise create the appearance of impropriety with respect to the service provided.

The Service Provider further affirms that neither the Service Provider nor any of its affiliates or employees of either has accepted or shall accept anything of value based on an understanding that the actions of the Service Provider or its affiliates or either's employees, or Members or Directors on behalf of the Corporation would be influenced. The Service Provider shall not attempt to influence any Corporation Member or Director by direct or indirect offer of anything of value.