



**DISTRICT OF
100 Mile House**

Release of Liability

This agreement is dated: _____

BETWEEN:

District of 100 Mile House
A Municipality incorporated pursuant
to the *Municipal Act*, R.S.B.C. 1979, c. 290
and having a mailing address at:

Box 340
100 Mile House, B.C.
V0K 2E0

(the "Municipality")

AND:

(the "Licensee")

WHEREAS:

1. The Licensee has requested permission to locate a sign (the "Sign") at

_____ and the sign will be on public property in the
(Location)
District of 100 Mile House.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements herein set forth, the parties covenant and agree as follows:



**DISTRICT OF
100 Mile House**

1. The term of this Agreement shall be for the term of the approved sign permit. (the "Term").

Indemnity

2. The Licensee agrees that it shall indemnify and save harmless the Municipality from and against any liabilities, damages, costs, expenses, causes of action, actions, claims, legal costs, suits and judgments which the Municipality may incur or suffer or be put to by reason of or in connection with or arising from any breach, violation or non-performance by the Licensee of any obligation hereunder to be observed or performed by the Licensee, any wrongful act, omission or neglect of the Licensee related to the Sign, any damage to property caused, whether directly or indirectly, by the Sign, or the death or injury to any person caused, whether directly or indirectly, by the Sign.

Insurance

3. The Licensee, at the Licensee's sole cost and expense, agrees and covenants that it shall obtain and keep in force throughout the Term, and any renewal or extension of the Term, comprehensive general liability insurance to protect and indemnify itself and the Municipality against all claims for personal injury, death or property damage that may result from the Sign, in an amount of not less than \$2,000,000 per accident or occurrence, with an insurer and with a deductible satisfactory to the Municipality.
4. The Licensee agrees and covenants that it shall provide forthwith written proof of insurance to the Municipality when requested to do so, and that failure or neglect by the Licensee to provide such proof of insurance voids this Agreement and may be just cause for the Municipality to take any steps to remove the sign that it may take pursuant to any enactment.

General

5. The provisions herein contained constitute the entire agreement between the parties and supersede all previous communications, representations and agreements, whether verbal or written, between the parties with respect to the subject matter of this Agreement.
6. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their successors, administrators, executors, heirs and permitted assigns.
7. Each of the parties hereto covenants and agrees to execute such further and other documents and instruments, and to do such further and other things as may be necessary to implement and carry out the intent of this Agreement.
8. The Licensee agrees that the obligations on and covenants of the Licensee under Section 2 of this Agreement shall survive the termination of the Agreement.



DISTRICT OF
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9. Should any part of this Agreement be declared or held invalid for any reason by a Court of competent jurisdiction, such invalidity shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect, and be construed as if this Agreement had been executed without the invalid portion, and it is hereby declared the intention of the parties hereto that this Agreement would have been executed without reference to any portion which may, for any reason, be declared or held to be invalid.

IN WITNESS WHEREOF the parties hereto have duly executed this License as the day and year first above written.

Print Name
for the Municipality

Signature

Print Name
for the Licensee

Signature