

INSURANCE AND INDEMNITY AGREEMENT

TO: Campbell River Baptist Church (the church)
FROM: _____ (the "operator")
RE: Use of -- CRBC 260 South Dogwood St Campbell River

In consideration of the Church permitting the Operator to make use of the Church Property, the Operator agrees as follows:

1. So long as the operator is making use of any part of the church property. The operator will take out and keep in force commercial general liability insurance coverage against personal and bodily injury, including death, together with property damage coverage, with respect to the operator's business and the operator's use of the church property or any portion thereof, such coverage to be on an occurrence basis and to have a limit of not less than \$2,000,000 in respect of any one occurrence. The operator's insurance shall include the church as an additional named insured, and shall contain cross-liability and severability of interest provisions as well as a waiver of any subrogation rights which the operator's insurer may have against the church, its directors, officers, trustees, employees, members and volunteers. The operator will provide a certificate of insurance to the church prior to making use of any portion of the church property, and shall provide replacement certificates of insurance from time to time prior to expiry of any policies of insurance.

2. The operator shall indemnify and hold harmless the church and its directors, officers, trustees, employees, members and volunteers from and against every demand, claim, proceeding, cause of action, judgment and expense, and any other loss or damage, arising from any injury or damage to the person or property of the operator, its directors, officers, agents and employees and any person entering upon the church Property under the express or implied invitation of the operator, including but not limited to any bodily injury to any individual (including death) occasioned in any way during the time that the individual is on the church property pursuant to the express or implied invitation of the operator.

3. The operator hereby waives any and all claims and rights, including causes of legal action, which the operator may otherwise have against the church, its directors, officers, trustees, employees, members or volunteers, or any of them, in any way arising out of or connected to the use of the church property by the operator.

The operator acknowledges having read the foregoing and fully understands the same.

DATED this ____ day of _____, 20.

(PRINT NAME OF OPERATOR) Per: _____
(AUTHORIZED SIGNATORY)