



GENERAL CONDITIONS

The parties to this contract covenant and agree as follows:

1. **The Contractor will indemnify and save harmless Kitchener Housing Inc. from and against all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by or attributable to the activities of the Contractor under this contract.**
2. **INSURANCE**

The Contractor will maintain at its expense, insurance to protect Kitchener Housing Inc. against all liabilities or damages in respect of injuries to persons (including injuries resulting in death) in the minimum amount of Three Million Dollars (\$3,000,000.00), and in respect of damage to property in the minimum amount shown above, arising out of performance of the work, and also vehicle liability insurance in the event that the contractor will be driving on or about Kitchener Housing Inc. administered properties. The Contractor will submit to the Corporation proof that such policies are in force prior to the award of the contract or at anytime as requested by the Corporation.

Without restricting the generality of (f) Indemnification, the Contractor shall provide, maintain, and pay for the following insurance coverage:

(a) **Commercial General Liability Insurance**

The Contractor further covenants with said Kitchener Housing Inc. to obtain and keep in force throughout the term of this Agreement, at its own cost and expense and including the payment of all deductibles, Commercial General Liability Insurance against claims for personal injury, death, property damage or loss from any cause, arising out of all occurrences, operations, or use of the premises by the Contractor, or of the acts or omissions of the Contractor, its agents, servants or employees and all other persons in occupation or use of the premises, indemnifying the protecting Kitchener Housing Inc., who shall be an additional insured, and the Contractor to a limit of not less than Three Million Dollars (\$ 3,000,000.00) inclusive in respect of each accident or occurrence, or such higher limits as Kitchener Housing Inc., acting reasonably, may from time to time require. Coverage shall include but not be limited to the following: Non-owned Automobile Liability, Blanket Contractual Liability, Broad Form Tenants' Legal Liability, Products Liability, Completed Operations Liability, Owners/Operators Protective Liability.

(b) Automobile Liability Insurance

The Contractor will obtain and keep in force throughout the term of this Agreement, at its own cost and including the payment of all deductibles, a Standard Owner's Form Automobile Policy for vehicles used in connection with the Contractor's operations, including Third Party Liability Insurance with a limit of not less than Three Million Dollars (\$ 3,000,000.00) per accident, or such higher limits as Kitchener Housing Inc., acting reasonably, may from time to time require.

(c) Other Insurance

The Contractor covenants and agrees to obtain and keep in force any other business insurance including bonding as the Owner reasonably requires from time to time, in amounts and for perils against which a prudent person would protect himself or herself in similar circumstances.

(d) General

The Policies shall contain a clause that the insurer will not cancel or materially change or refuse to renew the insurance without first giving Kitchener Housing Inc. thirty (30) days prior written notice. All Policies of Insurance will be with insurers acceptable to Kitchener Housing Inc. and in a form satisfactory to Kitchener Housing Inc. Originally signed certificates of all insurance policies (or copies of policies) if required by Kitchener Housing Inc. and any renewals thereof together with proof of payment of the premiums therefore shall be provided to the Owner at all times.

(e) Risks of Injury

And it is further declared and agreed that Kitchener Housing Inc. shall not be responsible to compensate any person, firm or corporation in consequence of any personal injury or property damage which may be sustained by the Contractor, any servant, employee, customer, invitee and licensee of the Contractor and any other person or corporation who may be upon the demised premises unless caused by negligence for which Kitchener Housing Inc. is vicariously responsible in law and then only to the extent that Kitchener Housing Inc. is liable in law. All risks of any such injury and property damage are assumed by the Contractor who shall hold Kitchener Housing Inc. harmless and indemnified therefrom.

(f) Indemnification

The Contractor shall indemnify and save harmless Kitchener Housing Inc., with respect to and from any and all claims which may be asserted, actions which may be brought and demands which may be made by any and all persons, firms or corporations or any of them arising out of any damage to property both real and personal and arising out of any personal injury alleged to have been suffered by any such persons, firms or corporations or any of them in consequence of any activity or any kind which may have occurred within or without the limits of the demised

- premises with respect to which negligence is alleged against the Contractor and for any person or persons for whose negligence it may be alleged the Contractor is vicariously responsible and/or in consequence of any alleged defect of any kind in any part or structure of or improvement of the demised premises and/or in any fixture thereon or in any personal property owned by the Contractor or under the Contractor's control regardless whether such personal property is located within or outside the demised premises and the provision of this paragraph shall extend to and include any claim based upon an alleged failure on the part of the Contractor to satisfy the occupiers duty of care whether at common law or under any statute which may prescribe the duty of care on an occupier of premises.
3. The Contractor will provide clear Workplace Safety & Insurance Board Certificates for its employees as applicable prior to the award of contract and at quarterly intervals or as deemed necessary by Kitchener Housing Inc.
 4. Kitchener Housing Inc. will provide a schedule of work including the start-up date and finish date and the Contractor will diligently and immediately perform the work as per its schedule.
 5. The various works or services are to be carried out and completed to the satisfaction of the designated Kitchener Housing Inc. representative and in accordance with plans and specification.
 6. The Contractor may not assign this contract or any part thereof without the written consent of the designated Kitchener Housing Inc. representative.
 7. Where the Contractor has failed or delayed in diligently executing the work to the satisfaction of Kitchener Housing Inc. and Kitchener Housing Inc. has given written notice thereof to the Contractor and such failure or delay continues for one week after such notice, Kitchener Housing Inc. may terminate this contract.
 8. The Contractor will daily, upon completion of the work clear and clean the work area and its site to the satisfaction of, and in accordance with any directions of the designated Kitchener Housing Inc. representative.
 9. The Contractor shall comply with all applicable safety regulations, municipal by-laws, provincial regulations and the current edition of the Ontario Building Code through-out the life of the contract, and shall at its own expense do whatever is necessary to ensure that no person, property, right easement or privilege is impaired, damaged or infringed by reason of the contractor's activities under this contract.
 10. The Contractor will rectify at its own expense any defect in material or workmanship which appears in the work/services provided, within thirty (30) days of the date of final acceptance of the work by Kitchener Housing Inc..
 11. The Contractor shall repair, within 72 hours, any damage caused to Kitchener Housing Inc. managed properties and any damage to adjoining neighbour's property that may also be caused.

12. Either party may terminate this contract with cause upon 30 days written notice to the other.
13. The contractor must provide a current phone number, fax number and email address to Kitchener Housing Inc.