

AGREEMENT FOR SERVICES

THIS AGREEMENT dated for reference this 3 day of December, 2019.

BETWEEN:

THE CORPORATION OF THE DISTRICT OF NORTH COWICHAN

7030 Trans Canada Highway Duncan, BC V9L 6A1

(the "District")

AND:

COASTAL ANIMAL CONTROL SERVICES OF BC LTD

2202 Herd Rd Duncan, BC V9L 6A6

(the "Contractor")

WHEREAS:

A. The District wishes to engage the Contractor to provide certain Services, and the Contractor has agreed to provide the District with the Services described in this Agreement;

NOW THEREFORE in consideration of their mutual duties and responsibilities, and in consideration of the payment to be paid by the District to the Contractor, the parties agree as follows:

DEFINITIONS

1.0 In this Agreement:

"Services" means the services to be provided by the Contractor, as described in Schedule "A" to this Agreement.

TERM

- 2.0 The term of this Agreement is for a five (5) year period commencing January 1, 2020 and terminating on December 31, 2025 (the "Term"), subject to earlier termination as provided in section 7 of this Agreement.
- 2.1 The District and the Contractor may, by mutual agreement in writing, extend this Agreement with the same terms and conditions for an additional 2-year term.

CONTRACTOR'S DUTIES AND RESPONSIBILITIES

3.0 The Contractor must:

- (a) provide the District with the Services throughout the Term, in accordance with the specifications and requirements set out in Schedule "A" to this Agreement, and to the satisfaction of the District;
- (b) supply all labour, equipment and material, and do all things necessary for the provision of the Services;
- (c) perform the Services for the District with that degree of care, skill and diligence normally utilized by contractors having similar qualifications and performing duties similar to the Services;
- (d) charge only the fees which the Contractor is entitled to under this Agreement for the provision of the Services;
- (e) obtain and maintain in force throughout the Term the insurance required under Schedule "B" to this Agreement;
- (f) be registered as an employer with WorkSafe BC, and maintain workers compensation coverage with WorkSafe BC for the Contractor and its employees;
- (g) provide satisfactory proof of the Contractor's WorkSafe BC coverage to the District upon request;
- (h) not subcontract any of its obligations under this Agreement without the District's prior written consent;
- (i) not commit or purport to commit the District to the payment of any money to any person, firm or corporation, without the District's prior written consent;
- (j) keep proper and accurate books of account and records of any and all monies received and disbursed in the provision of the Services and make the books of account and records available for inspection and audit by the District or its authorized representatives upon request;
- (k) provide the Services in compliance with all applicable health and safety standards, rules, regulations, requirements and codes of practice prescribed under any federal, provincial or local government statute, regulation, bylaw or permit relating in any respect to the Contractor's provision of the Services; and
- (I) during the Term, not perform a service for or provide advice to any person, firm or corporation which gives rise to a conflict of interest with the duties and obligations of the Contractor to the District under this Agreement.

CONTRACTOR REPRESENTATIONS AND WARRANTIES

- **4.0** The Contractor represents and warrants to the District that:
 - (a) if the Contractor is a corporation, it is duly organized, validly existing and legally entitled to carry on business in British Columbia and is in good standing with

- respect to filings of annual reports according to the records of the Registrar of Companies of British Columbia; and
- (b) the Contractor has sufficient trained staff, facilities, materials, and appropriate equipment in place and available to enable it to fully perform the Services.

FEES AND EXPENSES

- 5.0 In consideration for the provision of the Services, the District agrees to pay to the Contractor the fee for all Services rendered under this Agreement according to the amounts and times of payment set out in Schedule "A" to this Agreement, plus any Goods and Services Tax applicable.
- 5.1 The District agrees to pay the disbursements listed in Schedule "A" if incurred by the Contractor in providing the Services, provided the total disbursements payable must not exceed the estimate set out in Schedule "A".

INDEMNIFICATION

6.0 The Contractor agrees to release, indemnify and keep indemnified the District, its elected officials, officers, and employees of and from all claims, costs, losses, damages, actions, causes of action, expenses and costs arising from any error, omission or negligent act of the Contractor, or its officers, employees, agents or contractors, in the performance of the Services.

TERMINATION

- 7.0 If the Contractor is in default in the performance of any of its obligations under this Agreement, or if the Contractor becomes insolvent or is assigned into bankruptcy, then the District may terminate this Agreement by written notice to the Contractor.
- 7.1 This agreement may be terminated by either party upon giving the other 90 days written notice, and this agreement must end on the expiration of such notice
- 7.2 In the event that this Agreement is terminated, the District agrees to pay the Contractor for Services performed to the date of termination, less any amounts necessary to compensate the District for damages or costs incurred by the District or any person employed by or on behalf of the District arising from the Contractor's default.

CONFIDENTIALITY

- 8.0 The Contractor must not disclose any information, data or confidential information of the District to any person, other than representatives of the District duly designated for that purpose in writing by the District, and must not use for its own purposes, or for any purpose other than providing the Services, any such information, data or confidential information it may acquire as a result of its engagement under this Agreement.
- **8.1** The Contractor agrees to comply with the Privacy Protection requirements set out in Schedule "C" to this Agreement.

NOTICE

- **9.0** Any notice required to be given under this Agreement will be deemed to be sufficiently given if:
 - (a) delivered at the time of delivery;
 - (b) delivered by email or fax to the email or fax numbers set out below, upon acknowledgement of receipt by the recipient; or
 - (c) mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:

If to the District:

7030 Trans Canada Highway

Duncan, BC V9L 6A1 Attention: Mark Frame

Email: procurement@northcowichan.ca

Fax: 250-746-3133

If to the Contractor:

2202 Herd Road

Duncan BC V9L 6A6

Attention: Trev Hughes

Email: trevhughes.bc@gmail.com

TIME

10.0 Time is of the essence in this Agreement.

BINDING EFFECT

11.0 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.

SURVIVAL OF CERTAIN COVENANTS

12.0 The Contractor's covenants and agreements contained in sections 3.1(I), 6.1, and 8.1 will survive the expiry or earlier termination of this Agreement.

RELATIONSHIP

13.0 The legal relationship between the Contractor and the District is that of an independent contractor and purchaser of services, and, in particular and without limiting the generality of the foregoing, nothing in this Agreement will be construed so as to render the relationship between the Contractor and the District to be that of employee and employer.

NO ASSIGNMENT

14.0 The Contractor must not assign its interest in this Agreement or any right, benefit or obligation conferred or imposed hereunder, in whole or in part, whether by operation of law or otherwise, except with the prior written consent of the District, which may be withheld for any reason.

WAIVER

15.0 The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

ENTIRE AGREEMENT

16.0 This Agreement constitutes the entire agreement between the parties with respect to the matters herein and may not be modified except by subsequent agreement in writing.

LAW APPLICABLE

17.0 This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

AMENDMENT

18.0 This Agreement may not be modified or amended except by the written agreement of the parties.

COUNTERPART

19.0 This Agreement may be executed in counterpart with the same effect as if both parties had signed the same document. Each counterpart will be deemed to be an original. All counterparts will be construed together and will constitute one and the same Agreement.

IN WITNESS HEREOF the District and the Contractor have executed this Agreement as of the date first above written.

THE CORPORATION OF THE DISTRICT OF NORTH COWICHAN, by its authorized signatory(ies):)		
Charl Jans))		
Name and title: General Manger Fluanaul	and	Protection	Services
)		
Name and title:)		
COASTAL ANIMAL CONTROL SERVICES OF BC LTD, by its authorized signatory(ies):)		
Name:)		
)))		
Name:)		

A.1 SERVICES

The Contractor agrees to administer the "Animal Responsibility Bylaw No. 3740, 2019".

Animal Shelter Services

- 1. The Contractor must, at its own expense, provide, maintain and staff a fully equipped shelter for animals impounded within the District, and such shelter must meet all government standards.
- 2. The shelter must be open and staffed Monday to Friday, 10:00am to 5:00pm, and Saturday 10:00am to 1:00pm (closed Sundays and statutory holiday).
- 3. The Contractor must provide the District, or its designates, with access to the shelter and the Contractor will staff the shelter in times other than those specified, in response to emergency circumstances at no additional cost, if the District so requests.
- 4. The Contractor must receive, impound and hold for claiming by the owners, any animal delivered to the animal shelter and dispose of unclaimed animals by sale or by humane disposal in accordance with the terms of the animal responsibility bylaw.
- 5. The Contractor must make appropriate arrangements with a veterinarian for the humane disposal of animals.
- 6. The Contractor must provide special facilities for the quarantine of animals as may be ordered by any persons having authority to order the quarantine of animals.

Animal Control Services

- 1. The Contractor must, at its own expense
 - a. Provide its employees with clearly marked vehicles equipped for animal control;
 - b. Employ experienced animal control officers required by this agreement and the animal responsibility bylaw, to perform regular patrols, selected services and emergencies; and,
 - c. Supply all animal control officers with uniforms that clearly identify such persons as animal control officers.
- 2. The Contractor must, perform the following services:
 - a. Patrols on a regular basis for animal control in all areas of the District, with concentrated patrols from time to time in areas identified or determined by the District as problem areas;
 - b. Report to the Society for the Prevention of Cruelty to Animals any cases of animal cruelty or neglect of which the contractor becomes aware;
 - c. Apprehend and destroy know suspected rabid animals;
 - d. Capture in humane traps animals know or suspected of molesting sheep, swine, or cattle;
 - e. Provide emergency service a all times;
 - f. Promote and sell dog licenses at every opportunity;
 - g. Provide courteous and prompt service to all citizen inquiries;
 - h. Issue tickets relating to offences under the Animal Responsibility Bylaw and appear on behalf of prosecution in relation to such offences;
 - i. Provide monthly reports to the District summarizing animal control activities undertaken;
 - j. Meet with Council or a committee of Council as required to report on animal control activities and answer any questions; and,

k. Contact the District prior to initiating or responding to any court action pertaining to animal services.

Collection of Fees

- 1. The Contactor is responsible for the collection of seizure and impound fees, along with boarding and maintenance fees as prescribed under the fees bylaw. The Contractor may retain these fees to offset their costs, but must be included on their monthly report.
- 2. The dog licenses that are sold by the Contractor must be entered into the Districts cash-receipting program, and remitted to the District, on a minimum of a monthly basis.
- 3. The Contractor is responsible for ensuring ongoing access to the District's cash receipting system, which requires a current Windows PC, printer, and internet connection.

Indemnity, Wages, and Assignment

- 1. The Contractor agrees to indemnify and save harmless the District from any and all charges, costs, expenses, claims, demands, actions, and suits arising out of any act or omission of the Contractor or of any servant, agent, or officer or the Contractor arising out of or in connection with operating the shelter, providing animal control services, and the activities of its employees and vehicles.
- 2. The Contractor is responsible for paying all wages and salaries of its employees or agents and all employee insurances, including Employment Insurance and WorkSafe BC assessments.
- 3. The Contractor must not transfer or assign any rights, benefits or obligations under this contract without written permission from the District.

Financial information

- 1. The Contractor must keep proper books of accounts and provide the District with a monthly activity report summarizing the activity of the Contractor.
- 2. The District may inspect the books or other related records from time to time.
- 3. The Contractor must provide the District with an annual financial statement in generally accepted accounting format within 60 days after the fiscal year end.

Fuel Consumption Data

The Contractor will be required to communicate the quantity of fuel used to operate vehicles, equipment and machinery as part of the delivery of the services described in this document on an annual basis. Fuel consumption associated with the provision of these services must be provided to the District within thirty (30) days following the end of the calendar year.

Data provided should include the following information:

- Vehicle class, used to deliver the contracted service (heavy duty, light duty, off-road);
- Type of fuel consumed by each vehicle class (e.g. diesel / gasoline / biodiesel blend); and
- Litres of fuels consumed in relation to the service delivered under the contract.

A.2 FEES

The District will pay to the contractor

Item: Animal Control Services	2020	2021	2022	2023	2024	
Base monthly rate (plus GST)	\$11,000	\$11,250	\$11,500	\$11,750	\$12,000	
% of commission on dog license revenue up to \$100,000 gross revenue (plus GST)	35%	35%	35%	35%	35%	
% of commission on dog license revenue over \$100,000 gross revenue (plus GST)	65%	65%	65%	65%	65%	

The District will reimburse the Contractor for veterinary costs incurred for euthanasia and injured animals.

INSURANCE

- 1. The Contractor must, at its own expense, provide and maintain throughout the Term the following insurance in a form acceptable to the District, with an insurer licensed in British Columbia:
 - (a) Commercial General Liability and Property Damage

\$2,000,000.00

(c) Automobile Insurance (owned and non-owned)

\$2,000,000.00

In all policies of insurance required under this Agreement (except automobile insurance on vehicles owned by the Contractor) the District must be named as an additional insured and all such policies must contain a provision that the insurance apply as though a separate policy had been issued to each named insured. All such polices must provide that no cancellation or lapse of or material alteration in the policy will become effective until 30 days after written notice of such cancellation, lapse or alteration has been given to the District.

Any deductible amounts in the foregoing insurance which are payable by the policyholder must be in an amount acceptable to the District.

- 2. The Contractor must provide to the District at the commencement of the Term, and at any time during the Term upon request, a certificate or certificates of insurance as evidence that the insurance required under this Agreement is in force.
- 3. Maintenance of such insurance and the performance by the Contractor of its obligation under this clause do not relieve the Contractor of liability under the indemnity provisions under the Agreement.

PRIVACY PROTECTION

Definitions

- 1. In this Schedule,
 - a. "access" means disclosure by the provision of access;
 - b. "Act" means the Freedom of Information and Protection of Privacy Act;
 - c. "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual:
 - d. "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the District and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act;

Purpose

- 2. The purpose of this Schedule is to:
 - a. enable the District to comply with the District's statutory obligations under the Act with respect to personal information; and
 - b. ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

Collection of personal information

- 3. Unless the Agreement otherwise specifies or the District otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
- Unless the Agreement otherwise specifies or the District otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
- 5. Unless the Agreement otherwise specifies or the District otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - a. the purpose for collecting it;
 - b. the legal authority for collecting it; and
 - c. the title, business address and business telephone number of the person designated by the District to answer questions about the Contractor's collection of personal information.

Accuracy of personal information

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the District to make a decision that directly affects the individual the information is about.

Requests for access to personal information

7. If the Contractor receives a request for access to personal information from a person other than the District, the Contractor must promptly advise the person to make the request to the District unless the Agreement expressly requires the Contractor to provide such access and, if the District has advised the Contractor of the name or title and contact information of an official of the District to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

- 8. Within 5 Business Days of receiving a written direction from the District to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
- 9. When issuing a written direction under section 10, the District must advise the Contractor of the date the correction request to which the direction relates was received by the District in order that the Contractor may comply with section 12.
- 10. Within 5 Business Days of correcting or annotating any personal information under section 10, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the District, the Contractor disclosed the information being corrected or annotated.
- 11. If the Contractor receives a request for correction of personal information from a person other than the District, the Contractor must promptly advise the person to make the request to the District and, if the District has advised the Contractor of the name or title and contact information of an official of the District to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

13. Unless the District otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the District in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

15. Unless the District otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

- 16. Unless the District otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the District if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
- 17. Unless the Agreement otherwise specifies or the District otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

- 18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:
 - a. receives a foreign demand for disclosure;
 - receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - c. has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure
- **19.** The Contractor must immediately notify the District and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

20. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the District. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

21. In addition to any other rights of inspection the District may have under the Agreement or under statute, the District may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to the Contractor's management of personal information or the Contractor's compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

- 22. The Contractor must in relation to personal information comply with:
 - a. the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - b. any direction given by the District under this Schedule.
- 23. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

24. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the District of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

25. In addition to any other rights of termination which the District may have under the Agreement or otherwise at law, the District may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

- 26. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
- 27. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
- 28. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

- 29. If a provision of the Agreement (including any direction given by the District under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
- 30. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 32, the law of any jurisdiction outside Canada.
- **31.** Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

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CERTIFICATE OF LIABILITY INSURANCE

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SIGNATURE OF AUTHORIZED REPRESENTATIVE			Di	ATE 2019/10/18	EMAIL ADDRESS red	:eption@lmg-ii	nsurance.com		