

Municipal Boating Facilities Commercial License **Draft**

THIS AGREEMENT dated for reference the ___ day of _____, 20__.

BETWEEN:

CITY OF KELOWNA ,a municipal corporation having its offices at
1435 Water Street, Kelowna, British Columbia, V1Y 1J4

(the "City")

AND:

Business Name,
Address
City, Province, Postal Code
Email
Phone

(the "Licensee")

WHEREAS:

- A. The City is the registered owner of the certain parcels of land commonly known as the Cook Road Boat Launch, the Water Street Boat Launch, the Sutherland Bay Boat Launch, and the Queensway Dock respectively, and are legally described as follows:

PID: 029-092-035 LOT 5 SECTION 1 TOWNSHIP 25 AND SECTION 6 TOWNSHIP 26
OSOYOOS DIVISION YALE DISTRICT PLAN 2912 EXCEPT PLANS 35979, KAP56428,
EPP92691 AND EPP 110448

(the "Cook Road Boat Launch")

PID: 017-684-048 LOT 1 DISTRICT LOTS 139, 4041, 4082 AND 5199 OSOYOOS
DIVISION YALE DISTRICT PLAN KAP46717

(the "Water Street Boat Launch")

PID: 029-092-035 LOT A DISTRICT LOTS 9 and 219 OSOYOOS YALE DISTRICT PLAN
EPP29200

(the "Sutherland Bay Boat Launch")

BLOCK J, DISTRICT LOTS 1527 AND 5375 OSOYOOS YALE DISTRICT PLAN AND CONTAINING 0.045 HECTARES

(the "Queensway Dock")

(collectively, the "Lands");

- B. The Licensee has requested the City grant permission for the Licensee to use a portion of the Lands for the purposes contained in this Agreement; and
- C. By this Agreement the City agrees to grant the Licensee permission to use a portion of the Lands for the purpose contained in this Agreement and on the terms and conditions of this Agreement.

NOW THEREFORE in consideration of the payment of one dollar (\$1.00) and other good and valuable consideration from the Licensee to the City, the receipt and sufficiency of which is hereby acknowledge, the parties agree as follows:

Grant of License

- 1. The City hereby grants to the Licensee a non-exclusive License and permission to enter onto and use that + / - 3,535 square meter portion of the Lands, and shown outlined in red on the explanatory map that is attached hereto as "Schedules A1, A2, A3, A4" (the "License Area") for the purposes and on the terms provided in this Agreement.
- 2. "License Area" means that 3,535 square metre portion of the Lands shown on the sketch plan attached to this Agreement as Schedules "A1, A2, A3, A4."

No Interest in Land

- 3. The license granted by this Agreement is not to be construed as being granted for all times and it grants no interest in the Lands to the Licensee.

Right of Access

- 4. The Licensee shall have the right to access the License Area from the Lands provided that the Licensee complies with all of its obligations under this Agreement.

Term

- 5. The term of this License shall be from the 15th day of May 2024 (the "Commencement Date") up to and including the 31st day of December 2024 (the "Term"), subject to earlier termination of this Agreement as provided by the terms to this Agreement.

Non-Exclusive License

- 6. The Licensee acknowledges and agrees that this License does not give the Licensee exclusive use of the License Area, and there are other Licenses granted by the City to the Lands.

Use of License Area

7. The Licensee shall be allowed to access and use the License Area for the purpose of launching boats or other watercraft, retrieving boats or other watercraft, picking up commercial passengers, and dropping off commercial passengers, and for no other purpose unless authorized by the City in writing (the "Licensed Activities").
8. For clarity, the Licensee shall not permit any commercial activity to take place on the Lands or the License Area other than the Licensed Activities as outlined herein, and shall not store any equipment, vehicles, or possessions on the Lands or the License Area. Further the Licensee shall not block access to the Lands.
9. The Licensee agrees that this license does not grant the Licensee priority access to the Lands or the License Area over members of the public. When the Licensee enters the License Area, they must enter the queue like all other members of the public.
10. The City reserves the right to limit access across the Lands as may be required for City purposes.
11. The Licensee agrees to maintain the License Area in a tidy condition at all times.
12. The Licensee must have an off-site method of executing rental agreements, performing inspections, and performing boat orientations. The Licensee is aware that these activities are not permitted within the License area.
13. The Licensee must not occupy the License Area for longer than the time reasonably required to complete the Licensed Activities, and in no case longer than fifteen (15) minutes at a time.
14. The Licensee must ensure that all its employees are suitably qualified and experienced, and that they are aware of emergency protocols. For example, how to safely vent and start a boat, and what to do in case of a fire/explosion.
15. The Licensee must have a valid Business License under the provisions of the City of Kelowna Business License and Regulations Bylaw No. 7878, as amended or replaced from time to time, and be in compliance with all other City bylaws.
16. The Licensee must ensure any boat or other watercraft that is in a rental or boat club pool contains the necessary safety equipment required by Transport Canada. If the Licensee fails an inspection by the RCMP, the City will be notified and this may be deemed a breach of this Agreement.
17. The Licensee must provide the City with a list of the automotive tow vehicles and watercraft they will use to facilitate the Licensed Activities by completing the form in Schedule B. The Licensee acknowledges that only the vehicles and watercraft registered with the City of Kelowna will be permitted to use the Lands and the License Area. The License will need to be updated to reflect any changes to the vehicles or watercraft, prior to their use in the License Area.

Information that must be provided to be in compliance with this Agreement includes:

- (a) Automotive – Year, make, model, and License plate number of the boat trailer;
- (b) Watercraft – Year, make, model, and Hull Identification Number (HIN) issued by Transport Canada;

The Licensee will provide the insurance and registration for each watercraft and vehicle listed on Schedule B. While the City will review the documents, it will not confirm the validity or accuracy of the insurance documents and the Licensee should seek the advice from their insurance broker pertaining to their insurance.

- 18. The Licensee must not sell any tickets, solicit business, or advertise on City property.

License Fee

- 19. As per the City’s Parks and Public Space Bylaw 10680, the Licensee shall pay a license fee (the "License Fee") based on the schedule below:

<u>Type</u>	<u>Fee/boat</u>	<u>Qty</u>	<u>Fee</u>
Dryland Rental	\$2,000		
Dryland Boat Club	\$2,000		
Dryland Rental Jet ski / Sea Doo	\$1,000		
Boat in Valet Service	\$200		
Tour Boat	\$2,000		

Total License Fee _____ plus applicable taxes.

- 20. It is the intention of the parties that this is a net agreement and that all expenses, costs, and payments incurred in respect of the License Area, and any other improvement to the License Area, shall be borne by the Licensee.

No License Fee Refund

- 21. Should this Agreement be terminated by the City for any reason, the City will not refund the fees to the Licensee.

Changes to License

- 22. Any changes to the vehicles or watercraft licensed under this Agreement requested by the Licensee shall be subject to an administrative charge of one hundred and twenty-five dollars (\$125.00) per request, to be paid to the City prior to such changes being implemented.

Taxes

- 23. The Licensee shall pay to the City all taxes, charges, levies, and other fees, including GST or any replacement tax, which may be payable in respect of this Agreement.

Further Construction

24. The Licensee shall not construct any buildings, structure or improvements in the License Area.

Compliance with Laws

25. The Licensee shall use and occupy the License Area in compliance with all statutes, laws, regulations and orders of any authority having jurisdiction and without limiting the generality of the foregoing, all federal, provincial, or municipal laws or statutes or bylaws relating to environmental matters and relating to the Lands or the operation of the Licensee, including all the rules, regulations, policies, guidelines, or criteria made under or pursuant to any such laws.

Public Safety

26. The Licensee shall take all possible precautions to ensure the safety of other persons using the License Area.

No Interference with Utilities

27. No activity associated with the business of the Licensee within the License Area may interfere with any existing municipal utilities located in the Lands or the License Area, nor any utilities of any other utility or public body.

No Waste or Nuisance

28. The Licensee shall not:
 - (a) commit, suffer, or permit any willful or voluntary waste, spoil, or destruction of the License Area or the Lands; or
 - (b) do or permit to be done anything that may be a nuisance or annoyance to owners or occupiers of adjoining lands or to the public generally.

Signs

29. The Licensee shall not erect any sign on or in the Lands without the prior written consent of the City.

Right to Inspect

30. The Licensee shall give the City unobstructed access to the License Area at all times to determine if the Licensee is complying with all its promises and obligations under this Agreement. For certainty, nothing in this Agreement requires the City to inspect the License Area.

City Access

31. The City shall have the right at any time to enter upon the License Area for the purposes of constructing, maintaining, repairing, inspecting, testing, replacing, or removing any municipal works or utility in the vicinity of, or within the Lands. The City shall in undertaking such activities

use reasonable efforts to cause its officers, directors, employees, agents, and contractors to minimize any disruption to the business of the Licensee being conducted from the License Area. The City may also grant other licenses over the Lands to utility companies for their utility purposes.

Emergency

32. The Licensee grants to the City the right at any time, in the case of an emergency or apprehended emergency, without compensation to the Licensee and without notice, to remove any watercraft, chattels, and other goods associated with the Licensee's business on the License Area. All necessary and reasonable costs incurred by the City in respect of alleviating the emergency or apprehended emergency shall be borne entirely by the Licensee and will be recovered by the City from the Licensee.

License Area Accepted "As Is"

33. The Licensee accepts the License Area "as is" and acknowledges that it has had the opportunity to undertake such inspections, tests, and surveys of the License Area as it considers necessary, and that the City has made no representations or warranties respecting the License Area, and that by entering into this Agreement, it is satisfied that the License Area is suitable for its purposes.

Insurance

34. The Licensee shall obtain and maintain from time to time insurance policies on the terms and in the amounts set out in Schedule C of this Agreement.
35. The Licensee shall, throughout the Term, secure, maintain, and pay for general liability insurance, in the amount of \$5,000,000, and automotive liability insurance, in the amount of \$2,000,000, protecting the City and the Licensee (without any rights of cross-claim or subrogation against the City) in the amounts not less than previously stated per occurrence, all inclusive, and the insurance policy shall:
 - (a) Name the City as an additional insured;
 - (b) Be maintained for a period ending twelve (12) months after this Agreement is terminated;
 - (c) State that the policy cannot be cancelled, lapsed, or materially changed without thirty (30) days' written notice to the City; and
 - (d) Be issued by a responsible insurance company licensed to do business in Kelowna, British Columbia and who meets the reasonable approval of the City.
36. The Licensee shall, throughout the Term, secure, maintain, and pay for protection and indemnity, in the amount of \$2,000,000, and pollution liability insurance, in the amount of \$2,000,000, protecting the City and the Licensee (without any rights of cross-claim or

subrogation against the City) in the amounts not less than previously stated per occurrence, all inclusive, and the insurance policy shall:

- (a) Name the City as an additional insured;
 - (b) Be maintained for a period ending twelve (12) months after this Agreement is terminated;
 - (c) State that the policy cannot be cancelled, lapsed, or materially changed without thirty (30) days' written notice to the City; and
 - (d) Be issued by a responsible insurance company licensed to do business in Kelowna, British Columbia and who meets the reasonable approval of the City.
37. The Licensee shall provide the City with a copy of the required insurance policy annually and shall thereafter provide copies of any amendment to the policy.
38. The insurance obligations under this Agreement shall not limit the insurance required by law, nor relieve the Licensee from the obligation to determine what insurance it requires for its purposes.
39. The Licensee further acknowledges and agrees that the City may, at any time, in its sole discretion, increase the amount of insurance required to a reasonable amount as the City sees fit during the Term of the Agreement, which the Licensee shall proceed to obtain forthwith.
40. The Licensee shall pay all premiums and monies necessary to maintain all policies of insurance required to be maintained by the Licensee as they become due, provided that if the Licensee defaults in payment of any premiums or sums of money, the City may pay the same and the amount will become a debt due and owing to the City by the Licensee. So long as any such debt exists, the Licensee's privileges pursuant to this Agreement shall be suspended, and the Licensee shall continue to be bound to perform all its obligations hereunder.
41. The motor vehicle and watercraft insurance should be from the Province of British Columbia. If the Licensee has out of province insurance, they are required to submit additional information to confirm that they are covered for operations within Kelowna, British Columbia.

Release

42. The Licensee hereby releases and forever discharges the City and its elected officials, officers, employees, agents, and others (the "City's Representatives ") from and against all demands and all manner of claims of any nature whatsoever, including those which may arise by reason or any act, or omission, whether or not negligent, of the City or in the City Representatives that the Licensee may have, now or in the future, in relation to this Agreement , the License Area, or the Licensee's use of the License Area.

Indemnity

43. Save and except for the negligence of the City and the City's Representatives, the Licensee will and hereby does indemnify and save harmless the City and the City's Representatives from and

against any and all suits, debts, actions, causes of action, liabilities, damages, costs, claims, expenses (including actual fees of professional advisors), demands, and harm, whether known or unknown, direct or indirect, which the City or any of the City's Representatives now has or may at any time suffer of any nature or kind whatsoever, whether related to death, bodily injury, property loss, property damage or consequential loss or damage, which may be connected with or arise from:

- (a) The License granted hereby;
- (b) The exercise by the Licensee of any right or permission under this Agreement;
- (c) The use of the License Area by any person,
- (d) any default or breach of any obligation set forth in this Agreement to be observed or performed by the Licensee; or
- (e) any wrongful act, omission, or negligence of the Licensee, its shareholders, members, officers, directors, employees, agents, contractors, subcontractors, sublicenses, invitees or others for whom it is responsible,

except in the case where the loss arises solely from use or occupation of the License Area by members of the public, and the loss is entirely unrelated to any fault, default, breach, wrongful act, omission, or negligence of the Licensee, its shareholders, directors, officers, employees, agents, contractors, subcontractors, invitees, and other for whom it is responsible.

- 44. No provision of this Agreement and no act or omission or finding of negligence, whether joint or several, as against the City, in favour of any third party, shall relieve the Licensee from liability to the City, whether such liability arises under this Agreement or otherwise.
- 45. The City accepts no responsibility for the operation or transport of the commercial lift equipment, private watercraft, and/or its passengers therein on the License Area. Operation of transport devices within the License Area is the sole responsibility of the Licensee.

Survival of Indemnities

- 46. All the indemnification and release obligations of the Licensee contained in this Agreement will survive the expiration or earlier termination of this Agreement.

Notice of Default

- 47. If the Licensee fails to observe, comply with, or perform any of its covenants, agreements, or obligations under this Agreement, the City may deliver to the Licensee a notice of default (in the manner required herein for giving notices) stipulating that the default must be rectified or cured within:
 - (a) fifteen (15) days of the notice if the default is non-payment of the License Fee or additional fees, and within,

- (b) five (5) days of the notice for other defaults,

but less or no notice is required to be given by the City in emergency or urgent circumstances, as determined by the City in its sole discretion, acting reasonably, or where the Licensee has failed to maintain their mandatory insurance.

City May Cure Default

- 48. If the Licensee fails to rectify or cure a default within the time and in the manner specified in a notice under Section 46 of this Agreement and if the default is one that can be rectified or cured by the City, the City may, without further notice to the Licensee, take all steps considered in its sole discretion necessary to rectify or cure the default and all costs of doing so, including the cost of retaining professional advisors, shall be payable immediately by the Licensee as Additional Fees. Nothing in this Agreement obligates the City to rectify or cure any default of the Licensee but should the City choose to do so, the City shall not be liable to the Licensee for any act or omission in the course of rectifying or curing or attempting to rectify or cure any default.

Distress

- 49. If the License Fee or additional fees payable by the Licensee is in arrears, the City or a person authorized in writing by the City may enter upon the License Area and seize any goods or chattels and may sell the same.

Termination Upon Default

- 50. Provided always and it is hereby agreed that the City may, without further notice to the Licensee, terminate this Agreement and refuse entry to the License Area if:
 - (a) the License Fee or any additional fees are unpaid for fifteen (15) days after notice pursuant to Section 46 of this Agreement; or,
 - (b) the Licensee fails to observe, comply with, or perform any of its covenants, agreements, or obligations herein and the failure is not rectified or cured by the Licensee within the time specified in Section 46 of this Agreement.

No Compensation Upon Termination

- 51. Notwithstanding any provision of this Agreement, the Licensee shall not be entitled to compensation of any kind from the City, in damages or otherwise, upon the lawful termination of this Agreement. If the City terminates this Agreement, the City retains the right to proceed at law against the Licensee for all of the License Fee and additional fees, and other loss or damage and costs, including all prospective losses or prospective damages suffered or to be suffered by the City arising from the default of the Licensee under this Agreement.

Dissolution

- 52. If the Licensee should cease to exist as a registered company in good standing in the records of the Registrar of Companies, or if it should take any proceedings towards dissolution or winding

up or if it should be dissolved or wound up, then at the option of the City, the License Fee, any additional fees, and all outstanding levies and charges shall become immediately due and payable and the Term shall immediately become forfeited and void and the City may deny the Licensee entry to the License Area.

No Assigning or Sub-licensing

53. This License does not run with the Land. The Licensee shall not assign or sub-license the Licensee's interest in or rights under this Agreement in whole or in part.

Consents

54. Any approval, permission, or consent of the City required shall be at the sole discretion of the City.

Notices

55. All notices, demands, and payments to be given hereunder shall be in writing and may be delivered to the applicable address set out above or sent by email to the City to Manager, Property Management at propertymanagement@kelowna.ca and to the Licensee at the information listed on page 1. Any notice that is delivered shall be considered given on the day it is delivered, and any notice sent by email shall be considered given on the day it is sent, except that if, in either case, that day is not a business day, the notice is to be considered given on the next business day.

Own Cost

56. The Licensee shall perform all of its obligations, covenants, and agreements under this Agreement solely at its own cost.

Enurement

57. This Agreement shall enure to the benefit of and be binding on the parties notwithstanding any rule of law or equity to the contrary.

Severance

58. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.

Governing Law

59. This Agreement shall be construed and governed by with the laws of the Province of British Columbia.

No Waiver

60. Waiver by the City of any default by the Licensee shall not be deemed to be a waiver of any subsequent default. A waiver is effective only if it is in writing.

References

61. Every reference to each party is deemed to include the heirs, executors, administrators, successors, directors, employees, members, servants, agents, officers, and invitees of such party where the context so perm its or requires.

Amendment

62. This Agreement may not be modified or amended except in writing signed by the City and the Licensee.

Remedies Not Exclusive

63. No remedy conferred upon or reserved to the City is exclusive of any other remedy herein or provided by law, but all such remedies shall be cumulative and may be exercised in any order or concurrently.

No Joint Venture

64. Nothing in this Agreement shall constitute the Licensee the agent, joint venture, or partner of the City, or give the Licensee any authority or power to bind the City in any way.

Powers Preserved

65. Nothing in this Agreement affects the rights of the City to exercise its powers within its jurisdiction.

Authority of Licensee

66. The Licensee represents and warrants to the City that it is validly established and in good standing under the laws of the Province of British Columbia, that it has full authority to enter into this Agreement and to carry out the actions contemplated herein, that all resolutions and other preconditions to validity have been validly adopted, and that those signing this Agreement on its behalf are authorized to bind the Licensee by their signatures.

Enurement

67. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, and corporate successors.

Interpretation

68. Wherever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context so requires.

Captions

69. The captions appearing in this Agreement have been inserted for reference and as a matter of convenience and do not define, limit, or enlarge the scope or meaning of this Agreement.

Entire Agreement

70. The provisions of this Agreement herein constitutes the entire agreement between the parties and supersedes all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter hereof.

Time of Essence

71. Time is of the essence of this Agreement.

Covenants and Conditions

72. All of the provisions of this Agreement shall be deemed and construed to be conditions as well as covenants, as though the words specifically expressing or importing covenants and conditions were used in each separate section.

Interest

73. If the Licensee fails to pay any money due to the City under this Agreement, the amount unpaid (including unpaid interest) shall bear interest at the rate of ten percent (10%) per annum, calculated monthly not in advance, from the date due until the date paid.

Schedules

74. Each schedule to this Agreement is an integral part of this Agreement.

No Abatement

75. Unless otherwise provided herein, the Licensee is not entitled to any abatement or reduction or deduction from the License Fee or and additional fees.

Joint and Several

76. In the case where two (2) or more persons constitute the Licensee, then each of those persons shall be jointly and severally liable for the obligations of the Licensee.

Further Assurances

77. The parties shall execute and do all such further deeds, acts, things and assurances as may be reasonably required to carry out the intent of this Agreement.

In witness whereof, the parties hereto have executed this license as of the day and year first written above.

The City of Kelowna, by its Authorized Signatories:

Manager, Property Management

Business Name by its Authorized Authorized Signatories:

Signature

Name

Schedule 'A-1' - License Area – Cook Rd Boat Launch



SCALE: N.T.S.

MAILING ADDRESS: 3786 LAKESHORE RD

LEGAL DESCRIPTION: LOT NO. 5 PLAN NO. KAP2912

LEGAL DESCRIPTION: LOT NO. 3 PLAN NO. KAP15208

LEGAL DESCRIPTION: LOT NO. A PLAN NO. EPP92691

TWP. 25 SEC. 1 & 12



LICENSE AREA = $\pm 2383\text{m}^2$

PLEASE NOTE THAT THIS SKETCH IS FOR ILLUSTRATIVE PURPOSES ONLY. THE DEGREE OF ACCURACY OF THE AREA IS LIMITED

Schedule 'A-2' – Water Street Boat Launch



SCALE: N.T.S.

MAILING ADDRESS: 1354 WATER ST

LEGAL DESCRIPTION: LOT NO. 1 PLAN NO. KAP46717

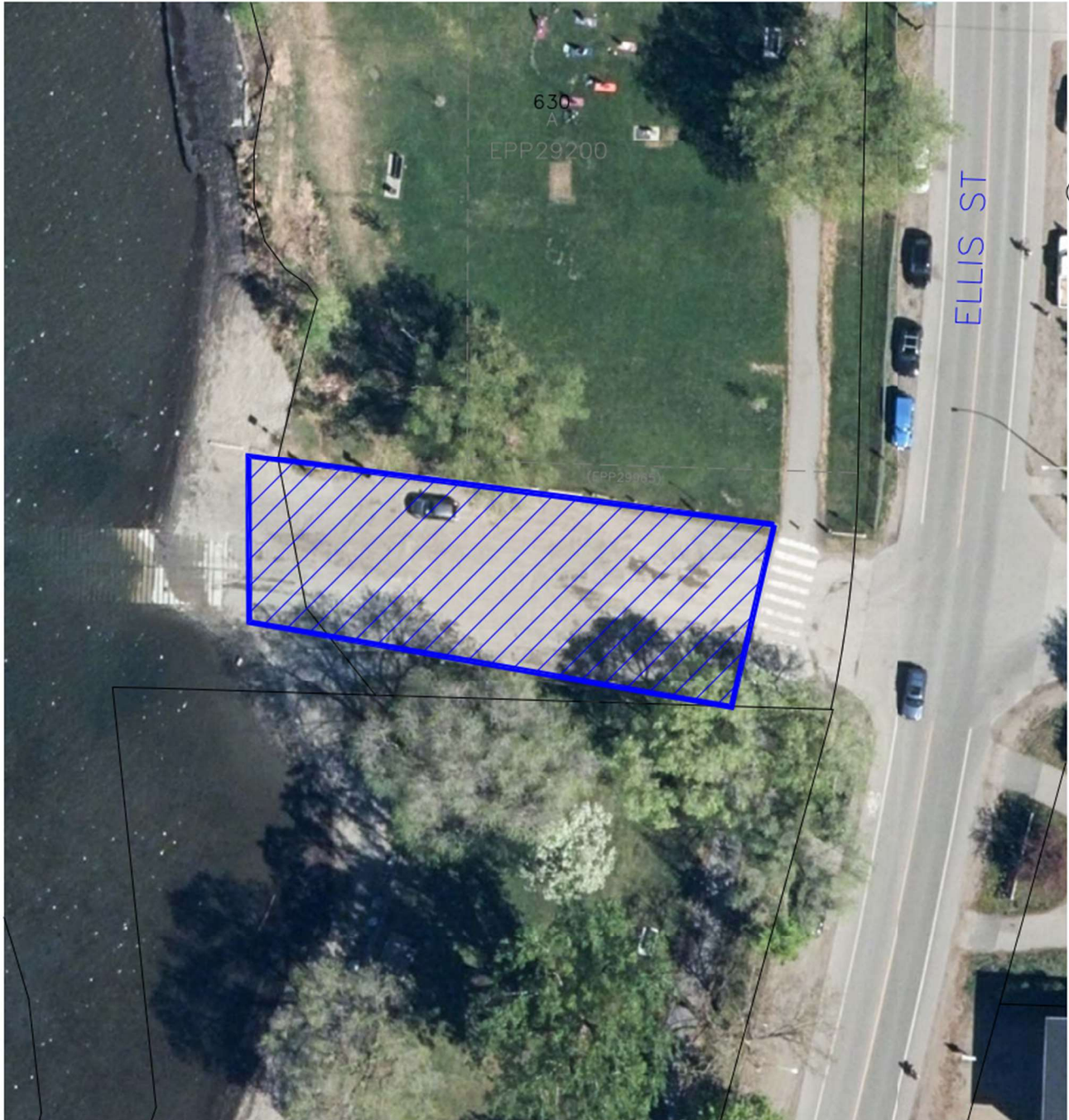
TWP. 25 SEC. 25



LICENSE AREA = $\pm 516\text{m}^2$

PLEASE NOTE THAT THIS SKETCH IS FOR ILLUSTRATIVE PURPOSES ONLY. THE DEGREE OF ACCURACY OF THE AREA IS LIMITED

Schedule 'A-3' – Sutherland Bay Boat Launch



SCALE: N.T.S.

MAILING ADDRESS: 630 ELLIS ST

LEGAL DESCRIPTION: LOT NO. A PLAN NO. EPP292000

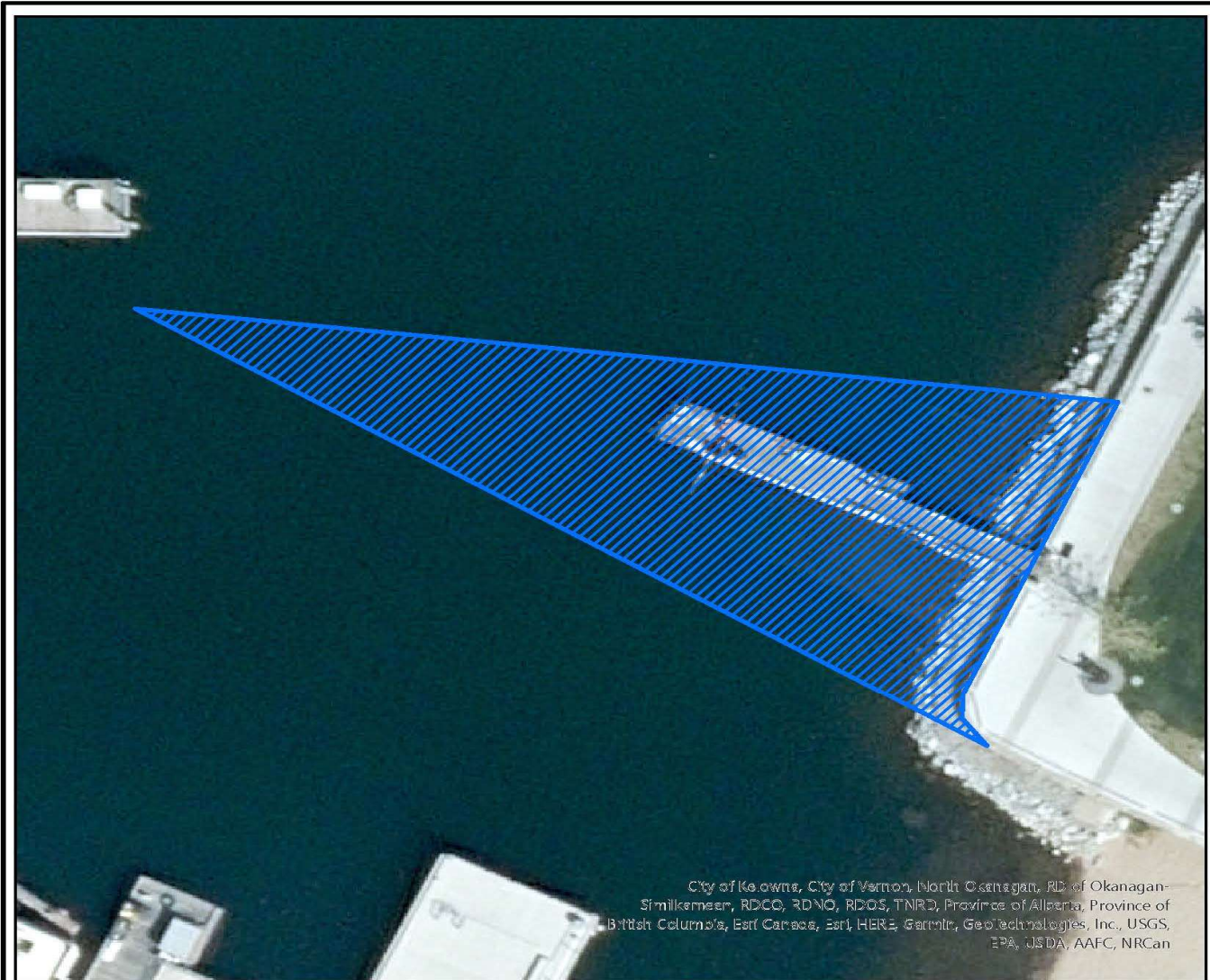
TWP. 25 SEC. 36



LICENSE AREA = $\pm 636\text{m}^2$

PLEASE NOTE THAT THIS SKETCH IS FOR ILLUSTRATIVE PURPOSES ONLY. THE DEGREE OF ACCURACY OF THE AREA IS LIMITED

Schedule 'A-4' – Queensway Dock



City of Kelowna, City of Vernon, North Okanagan, RD of Okanagan-Similkameen, RDCO, RDNO, RDOS, TNRD, Province of Alberta, Province of British Columbia, Esri, Carcosa, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA, USDA, AAFC, NRCan



SCALE: N.T.S.

MAILING ADDRESS: 238 QUEENSWAY

LEGAL DESCRIPTION: LOT NO. PLAN NO. EPC1077 BLOCK: J

 WORKING AREA BOUNDARY = ±455 m2

PLEASE NOTE THAT THIS SKETCH IS FOR ILLUSTRATIVE PURPOSES ONLY. THE DEGREE OF ACCURACY OF THE AREA IS LIMITED.

Schedule 'C' - Certificate of Insurance



This Certificate is issued to: The City of Kelowna
 1435 Water Street
 Kelowna, BC V1Y 1J4

Insured

Name:	
Address:	

Broker

Name:	
Address:	

Location and nature of operation or contract to which this Certificate applies:

Inset nature of operation and Permit Number				
Type of Insurance	Comp any & Policy Number	Policy Dates		Limits of Liability/Amounts
		Effective	Expiry	
<p>Section 1</p> <p>Commercial General Liability including:</p> <ul style="list-style-type: none"> • Products/Completed Operations; • Blanket Contractual; • Personal Injury; • Contingent Employer's Liability; • Broad Form Property Damage; • Non-Owned Automobile; • Cross Liability Clause. 				Bodily Injury and Property Damage \$ 5,000,000 Inclusive \$ _____ Aggregate \$ _____ Deductible
<p>Section 2</p> <p>Automobile Liability (Authorized to commercially operate in the province of British Columbia)</p>				Bodily Injury and Property Damage \$ 2,000,000 Inclusive

It is understood and agreed that the policy/policies noted above shall contain amendments to reflect the following:

1. **Any Deductible or Reimbursement Clause contained in the policy shall not apply to the City of Kelowna and shall be the sole responsibility of the Insured named above.**
2. **The City of Kelowna is named as an Additional Insured on the Commercial General Liability Policy.**

3. 30 days prior written notice of material change and/or cancellation will be given to the City of Kelowna.

Print Name

Title

Company (Insurer or Broker)

Signature of Authorized Signatory

Date

DRAFT