



MUNICIPAL INSURANCE ASSOCIATION
OF BRITISH COLUMBIA

SERVICE PROVIDER AGREEMENT

This Service Provider Agreement (the "Agreement") is made and entered into this 21 day of November, 2024 by and in between Columbia Shuswap Regional District (the "Local Government") and Westside Property Maintenance Ltd (the "Service Provider").

The Service Provider agrees to provide the following services for or on behalf of the Local Government:

Snow clearing and sanding in Electoral Area D at CSRD operated Transfer Stations and Fire Halls and Water Utilities

- The Service Provider has not caused or contributed to any insured or uninsured losses in the past 5 years.
- The term of the Agreement is from the 21 day of November, 2024 and the 20 day of November, 2029.
- The term of the Agreement is perpetual commencing the _____ day of _____, _____.
- As the Service Provider may attract errors and omissions claims, the Local Government agrees to maintain commercial general liability coverage from the MIABC beyond the termination of the Agreement, specifically until the _____ day of _____, _____.

While providing the agreed service, the Service Provider agrees to comply with: all applicable laws, rules and regulations; the practices, procedures and policies of the Local Government; and any special instructions given to the Service Provider by representative(s) of the Local Government. By entering into this agreement, the Service Provider confirms they have the necessary training, experience and knowledge to provide the services as set out above.

The Local Government agrees to obtain commercial general liability and errors and omissions insurance coverage from the Municipal Insurance Association of British Columbia (MIABC) naming the Service Provider as an Additional Named Insured entitled to full coverage in the amount of \$5,000,000 with respect to third party liability claims arising from the provision of the agreed service. The Service Provider agrees to carry its own statutory worker's compensation insurance and automobile liability insurance, if appropriate.

The Service Provider agrees to indemnify, defend and hold harmless the Local Government, its agents, servants, employees, trustees, officers and representatives from any liability, loss or damage which the Local Government may suffer as a result of any claims, demands, costs, actions, causes of actions, or judgments, including legal fees, asserted against or incurred by the Local Government arising out of, during, or as a result of the provision of services outlined in the Agreement except such liability, loss, or damage which is the result of, or arising out of, the sole negligence of the Local Government or that is covered by the MIABC liability insurance policy.

- The Local Government agrees to be responsible for any and all deductible amounts including any claim expenses incurred and policy premium payments.
- The Service Provider agrees to be responsible for any and all deductible amounts including any claim expenses incurred and policy premium payments.

The Local Government reserves the right to terminate this Agreement and the associated commercial general liability insurance coverage provided to the Service Provider by the MIABC at any time upon written notification to the Service Provider of the termination.

ON BEHALF OF <LOCAL GOVERNMENT>

Name:

Title:

Signature:

Date:

ON BEHALF OF <SERVICE PROVIDER>

Name:

Westside Property Maint Ltd

Title:

Owner - Operator -

Signature:

[Handwritten Signature]

Date:

Nov 12 - 2024