



## Indemnity: Liability and Insurance (Schedule B)

In consideration of having received permission to operate as a vendor on or around the property of Humber Institute of Technology and Advanced Learning, the undersigned hereby agrees to indemnify Humber Institute of Technology and Advanced Learning (Humber) and the Humber Students' Federation (HSF) and their respective members and agents, with respect to any and all damages and/or liability incurred to them or either of them as a result of the undersigned so operating.

**HSF agrees to provide** the Client with the Facilities and Services as described in the vendor policy unless prevented from causes beyond its control including without limitation, acts of God or orders of Government authorities, or by fire, explosion, necessary and essential construction, excessively inclement weather or strike but if, and when, the occurrence or condition which prevented such performance shall cease and be removed, it shall be the obligation of HSF to resume its performance. HSF will not be responsible for any costs incurred by the Client in the event of non-performance pursuant to this Agreement.

**Loss or Damage.** Neither HSF nor its staff or servants shall be liable for any loss, injury or damage, however caused, to persons or their vehicles or property of any kind while in the buildings or on the grounds or parking lots of Humber and the user will indemnify and save harmless HSF against any claim by any persons on the property of Humber for the purpose of the Client's activity.

The group accepts responsibility to ensure that all College furnishings and facilities are maintained in the original order and condition for the duration of the event. The group will be held responsible for any damage beyond reasonable wear and tear provided that such damages is not caused or contributed to by any act or omission of the employees of HSF or Humber College. The HSF is not responsible for theft of personal property of attendees while on campus and provides no place for storing such items.

**Insurance. HSF property CANNOT be rented/used without evidence of Liability Insurance.** The Client will carry Liability Insurance, minimum two (2) million dollars, sufficient to hold the Client, and HSF, harmless from any liability arising out of any actions of the Client or its participants. Humber Students' Federation must be included as a **NAMED INSURED** for the period of the Contract. A copy of the **CERTIFICATE** must be provided **FIVE (5) BUSINESS DAYS PRIOR** to the start of the rental.

**Occupational Health & Safety Act.** The Client will perform work in compliance with Provincial and Federal Legislation (i.e., OH&S Act, Fire Code) and other authorities having jurisdiction. Arrangements to bring specialized equipment, butane equipment or open fire, etc., onto the Campus must be approved by the Manager, of HSF, or designate.

Dated at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Vendor (please print)

\_\_\_\_\_  
Signature