

## INDEMNIFICATION AGREEMENT

This agreement (“**Agreement**”) dated for reference **Month DD, 20YY** is:

BETWEEN:

**COMOX VALLEY REGIONAL DISTRICT**  
(the “**Indemnitor**”)

and

**CITY OF COURTENAY**  
(the “**Indemnitee**”).

WHEREAS:

- A. The Indemnitor has undertaken the construction of a new pump station generally known as Courtenay Pump Station (“**Project**”), in relation to which Indemnitor has entered into a contract with a third-party design-builder (“**Contractor**”);
- B. The Contractor has proposed to the Indemnitor a plan for dewatering during construction of the Project which entails discharging dewatering flows (“**Discharge**”) to the sanitary sewer system owned and operated by the Indemnitee (“**Sanitary Sewer System**”);
- C. The Indemnitor has requested permission from the Indemnitee for the proposed Discharge; and
- D. The Indemnitee has agreed to consider the Indemnitor’s request subject to, *inter alia*, the parties entering into this Agreement,

NOW THEREFORE in consideration of \$1.00 paid by each party to the other party, the receipt and sufficiency of which is hereby acknowledged, and the terms and conditions set out herein, the parties each agree as follows:

### **1. Indemnification**

The Indemnitor hereby agrees to indemnify and save harmless the Indemnitee, its elected officials, officers, employees and contractors (collectively, the “**Indemnitee Parties**”) from all loss, damage, costs (including, without limitation, legal costs and remediation costs), expenses, actions, suits, debts, accounts, claims and demands, including without limitation all claims of third parties which any of the Indemnitee Parties may suffer arising out of or in connection with the Discharge including but not limited to the following:

- a) blockage of the Sanitary Sewer System;
- b) surcharge or overflow of the Sanitary Sewer System;

- c) damage to the Sanitary Sewer System; and
- d) impacts to service provided by the Sanitary Sewer System whether upstream or downstream of the point of Discharge,

whether caused by the action or omission of the Indemnitor, the Contractor or any person for whom either the Indemnitor or Contractor are responsible.

**2. Cooperation**

The Indemnitee shall provide such cooperation and information as the Indemnitor reasonably requests in relation to the Indemnitor's obligation under section 1, and the Indemnitor shall reimburse the Indemnitee for all of the Indemnitee's reasonable out-of-pocket expenses in so doing.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

*[Signature block is on the following page.]*

**COMOX VALLEY REGIONAL DISTRICT**

\_\_\_\_\_  
Print name:  
Position:

\_\_\_\_\_  
Print name:  
Position:

**CITY OF COURTENAY**

\_\_\_\_\_  
Print name:  
Position:

\_\_\_\_\_  
Print name:  
Position: