



SERVICE PROVIDER AGREEMENT

This Service Provider Agreement (the “Agreement”) is made and entered into this ____ day of

_____, _____ by and in between _____

(the “Local Government”) and _____ (the “Service Provider”).

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

The term of the Agreement is from the ____ day of _____, _____ and the ____ day of _____, _____.

The term of the Agreement is perpetual commencing 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.

The Local Government agrees to obtain commercial general liability 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>

ON BEHALF OF <SERVICE PROVIDER>

Name:

Name:

Title:

Title:

Signature:

Signature:

Date:

Date:
