



Certificate of Insurance

The Vancouver Island Conference Centre requires all its users to provide proof that comprehensive general liability insurance with a minimum limit of \$2,000,000 each accident or occurrence and tenant liability insurance with a minimum limit of \$1,000,000 is in place for the duration of their event. Please forward this form to your insurance broker and have them complete and return it prior to your event start date. A web version of this certificate can be found at www.viconference.com

Complete and Return To: Vancouver Island Conference Centre
101 Gordon Street
Nanaimo BC, Canada V9R-5J8
Ph: 250-244-4050
Fax: 250.244-4055

This is to certify that Insurance as described below has been arranged on behalf of the Assured. This Insurance is in full force and effect as of the date of this certificate.

Assured: _____

Event Name: _____ Event Dates: _____

Policy Number	Effective Date	Expiration Date	Insurance Company	Limit of Liability

Interest Insured: Commercial General Liability
 + Inclusive Limit
 + Covering Third Party Bodily Injury and Property Damage
 + Including Non-Owned Automobile
 + Including Host Liquor Liability
 + Including Cross Liability Clause

Additional Insured: The Corporation of the City of Nanaimo and/or the Vancouver Island Conference Centre.

Coverage is in effect for the event for which a contract exists between the Insured and the Vancouver Island Conference Centre.

Signed by Authorized Representative of Insuring Company

Dated

Brokerage Name

INSURANCE AND INDEMNITIES

1. The Licensee shall obtain and maintain in force during the License period the following insurance coverage in a form satisfactory to the VICC:
 - 1.1. comprehensive general liability insurance with a minimum limit of \$2,000,000 per occurrence and in the aggregate, covering bodily injury to, death of, or property damage to third parties and property of the VICC not in the care, custody and control of the Licensee and such policies of insurance shall include the VICC as an Additional Insured and shall contain a cross liability clause; and
 - 1.2. tenant liability insurance with a minimum limit of \$1,000,000 covering loss or damage to the property of the VICC in the care, custody and control of the Licensee.
2. The Licensee shall ensure that evidence of insurance coverage in the form of a certificate issued by the insurer is delivered to the VICC sixty (60) days prior to the Event. The certificate shall contain an undertaking by the insurer not to cancel or limit the insurance coverage except upon thirty (30) days' prior written notice to the VICC.
3. The Licensee shall ensure that all personnel engaged by or on behalf of the Licensee are covered by Workers' Compensation insurance, or equivalent, where required by law.
4. The VICC acting reasonably, depending upon the Licensee's final program for the Event, and acting reasonably, with seven (7) days' notice, require additional parties to be added as Additional Insured's or require increases in types or amounts of insurance.
5. The Licensee acknowledges that the VICC does not insure the Licensee's property and that the Licensee has been advised to insure its property while such property is on or about the Premises and that if the Licensee omits to insure its property, it shall do so at its own risk and the VICC shall not be liable for any loss or damage to the Licensee's property no matter how or by whom caused. Any insurance policies obtained by the Licensee for its own property shall contain a waiver of subrogation in favour of the VICC.
6. The Licensee covenants to indemnify and save harmless VICC, its directors, officers, employees and agents from and against any and all liabilities, losses, claims, demands, costs and expenses whatsoever (including legal fees and litigation expenses on a solicitor and own client basis), excluding indirect, special, punitive or consequential loss or damage resulting from a breach by the Licensee of any covenant, agreement, term or condition of this agreement or resulting from the Licensee's use or occupation of the Premises, except to the extent that the VICC is liable or responsible.
7. Each party waives any and every claim during the terms of this agreement or any extension or renewal for any loss of or damage to any of its property, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies to the extent that such loss or damage is recovered under said insurance policies. Said waivers shall be in addition to, and not in derogation of, any other waiver or release contained in the Agreement with respect to any loss or damage to property of the parties hereto. Inasmuch as the waiver will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), Licensee is advised to give each insurance company written notice of terms of such waiver, and to have insurance policies properly endorsed, if necessary.

LIMITATION OF LIABILITY

8. The VICC shall not be liable or responsible for:
 - 8.1. any loss, damage, or injury to any person or property in or round the Premises except due to its own acts or omissions;
 - 8.2. any inappropriate behavior or negligence of the Licensee or its servants, agents, employees, licensees, invitees or attendees of the Event;
 - 8.3. any interference or inconvenience caused by damage to the VICC or the Premises by failure or interruption in the supply of water, electricity, Internet, telecommunications, heat, light, air conditioning or any other facility, service or

utility, unless due to the negligence or willful misconduct of VICC. The VICC shall use reasonable diligence to restore any such services when they are interrupted. If any failure or interruption in the supply of such services is due to causes beyond the control of the VICC and are of such magnitude that the Event cannot effectively continue, the provisions of this agreement relating to cancellation and termination shall apply;

- 8.4. indirect, special, punitive or consequential loss or damage of any kind, whether or not the VICC was advised of the possibility of such loss or damage;
 - 8.5. any loss or damage of any sort incurred as the result of outside Internet penetration or attack; and
 - 8.6. any transmission difficulties that may adversely affect the Event if the Licensee, on behalf of the Event participants, opts out of the high-speed Internet option.
9. The Licensee acknowledges that, from time to time construction repairs may be undertaken by the VICC in the Premises, or by third parties beyond the control of the VICC in the vicinity of the Premises, and the Licensee accepts that there may be noise and other disturbances during the Event due to such construction repairs. The VICC, on becoming aware of any construction or repair that is likely to impact the Event, agrees to advise the Licensee of such construction or repair and agrees to make commercially reasonable efforts, within its control, to minimize the impact on the Event of such construction or repairs. If the noise or other disturbances adversely affect the Event, the Licensee and the VICC, both acting reasonably, shall negotiate a resolution of the issues.
 10. The Licensee acknowledges that in using Internet services at the Premises, the Licensee or its servants, agents, employees, licensees, invitees or attendees of the Event will comply fully with all applicable laws of the World Wide Web. In the event that a discrepancy in use or misconduct occurs during use of internet services the VICC, acting reasonably, reserves the right to terminate access to internet service on the Premises.
 11. The Licensee acknowledges that when another supplier's equipment is found to be incompatible or causes the in-house system to malfunction, the VICC audio-visual supplier reserves the right to disconnect the equipment from the VICC in-house system(s) being used.