



Town of Richmond Hill
P.O. Box 300, 225 East Beaver Creek Road
Richmond Hill, Ontario, Canada L4C 4Y5
(905) 771-2523 (905) 771-8800
Email: downtown@richmondhill.ca
Town Website: www.richmondhill.ca
EcDev Website: www.richmondhillonline.ca

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INDEMNIFICATION

The Participant hereby agrees that it shall, from time to time, and at all times hereafter, well and truly save, keep harmless and fully indemnify the Town from and against any and all actions, claims and demands whatsoever which may be brought against or made upon the Town and against any and all loss, liability, claims, judgments, costs, demands or expenses whatsoever which the Town may sustain, suffer or be put to resulting from or arising out of:

- (i) this Agreement;
- (ii) the obligations of the Participant under this Agreement;
- (iii) the failure of the Participant, its consultants, contractors, agents or employees and the Company, its consultants, contractors, agents or employees to exercise reasonable care, skill or diligence in carrying out any renovation or other work to the Property; or
- (iv) any act or omission of the Participant, its agents, servants, consultants, contractors, employees or by anyone for whom the Participant is at law responsible relating to any renovation work or thing required to be performed or rendered under this Agreement by the Participant. The Participant shall indemnify and save the Town harmless from and against any and all losses, expenses and damages of every kind and nature whatsoever which it may now or hereafter incur relating to all insured and uninsured damage to property installed, property in transit and contractors' tools and equipment during the course of the Project or other work to the Property.

If this Agreement or any obligation on the part of the Town is terminated for any reason, this Clause shall continue to apply notwithstanding such termination.

The Town will issue a cheque for eligible improvements following:

1. A receipt of notice of completion of work.
2. Submission of a copy of all invoices and receipt for payments made by the property owner in this regard.
3. Inspection by a Town of Richmond Hill Building Inspector to ensure that all works have been completed and meet the Ontario Building Code requirements.
4. Inspection by the Downtown Facilitator or a designated member of the Applications Review Committee to ensure that all works have been completed in accordance with Schedule "A".
5. Buildings designated under the Ontario Heritage Act (OHA) will require an additional inspection. The Town's Planning Department and a designate from the LACAC will ensure that completed renovations meet the requirements of the OHA.
6. After determination that there are no outstanding property taxes, work orders or Town of Richmond Hill utility bills.

Please sign below where indicated and return this original 'Letter of Understanding' to the Town of Richmond Hill, Office of Economic Development keeping a copy for your records. The Town appreciates your commitment to improve the façade of your building.

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If Town staff can provide any additional information to facilitate the completion of your façade improvements, please do not hesitate to contact us.

Please print your name, the date, your company's name (if applicable), address and telephone number and sign below.

I have read, understand and agree to comply with the terms and conditions as outlined in this 'Letter of Understanding'.

Name of Participant: _____

Company Name & Address: _____

Phone: _____

Date: _____

Signature: _____

Sample