

INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT (this "**Agreement**") made as of the ____ day of _____, 2020.

BETWEEN:

(the "**Indemnifier**")

AND:

**THE PARISH OF _____, a Parish of the Anglican
Diocese of Montreal**, having an address at _____, in the City
of _____, Quebec

(respectively, the "**Parish**" and the "**Diocese**")

WHEREAS:

- A. The Parish, with the approval of the Diocese, has granted to the Indemnifier a licence to provide certain Community Food Services out of the Parish's kitchen and related facilities located at _____ (the "Premises") to assist the community until _____, 2020.
- B. The Indemnifier has agreed to provide the following food services: (insert description) in full compliance with the Orders of the Provincial Health Officer, the Guidelines for such services as prescribed by the _____ Health Authority and any applicable municipal requirements.
- C. In connection with the use of the Premises, the Indemnifier has agreed to provide certain indemnities to the Parish and the Diocese on the terms and conditions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the representations, warranties, covenants and agreements hereinafter set forth and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties), the parties represent, warrant, covenant and agree as follows

- 1. **Indemnification.** The Indemnifier agrees to indemnify and save harmless the Parish and the Diocese and any and all of its successors, permitted assigns, officers, members, employees, agents and representatives (collectively, the "**Indemnified Persons**") from and against any and all manner of actions, causes of action, suits, debts, accounts, due accounts, bonds, covenants, contracts, claims, demands, damages, costs, expenses and any and all legal obligations and compensation of whatsoever kind and howsoever arising, in law or in equity, whether known or unknown, suspected or unsuspected, whether or not involving a claim from a third party, incurred or suffered by the Parish or the Diocese or any of the Indemnified Persons by reason of, resulting from, in connection with, or arising directly or indirectly out of the said use of the Premises by the Indemnifier.
- 2. **Representations and Warranties of the Indemnifier.** The Indemnifier represents and warrants to the Parish and the Diocese, and acknowledges that each of them is relying on such representations and warranties, that:
 - (a) the Indemnifier has the requisite corporate or other power and authority to enter into this Agreement and has taken all necessary steps to validly approve the execution and delivery of this Agreement, if applicable; and,

(b) this Agreement has been duly executed and delivered by the Indemnifier and is a valid and binding obligation of the Indemnifier.

3. **Insurance and Permits.** To the extent necessary, on reasonable request being made, the Indemnifier shall provide proof of insurance and copies of any permits that may be required to allow the Indemnifier to operate out of the Premises.

4. **Enurement.** This Agreement shall enure to the benefit of the Parish, the Diocese and the Indemnified Persons and is binding on the Indemnifier and its heirs, executors, successors, assigns, personal representatives, administrators, directors, officers, shareholders, employees, agents and servants, as applicable.

5. **Assignment.** A party to this Agreement may not assign its rights under this Agreement without the prior written consent of the other parties to this Agreement.

6. **Illegal or Unenforceable Provisions.** If any one or more provisions of this Agreement is invalid, illegal or found to be unenforceable by a court of competent jurisdiction for any reason whatsoever, the unenforceability shall not affect the validity, legality or enforceability of the remaining provisions of this Agreement, and the unenforceable, illegal or invalid provision or provisions shall be, severable from the remainder of the Agreement.

7. **Governing Law.** This Agreement shall be construed in accordance with the laws of the Province of Quebec.

8. **Counterparts.** This Agreement may be signed in any number of counterparts, originally, by email or by fax, each of which is an original and all of which together are original documents.

TO EVIDENCE THIS AGREEMENT the Indemnifier and the Company have executed this Agreement on the date first written above.

(Indemnifier)

Per: _____
Authorized Signatory

The Parish of

Per: _____
Authorized Signatory

The Diocese of Montreal

Per: _____
Authorized Signatory