

CANNABIS FACILITIES INSURANCE REQUIREMENTS

That prior to the execution of the Agreement, the Owner shall at its expense **obtain and keep in force**, during the term of the Agreement, a certificate of insurance to the County evidencing the insurance coverages required by the County. It shall be a provision in all insurance policies or certificates of insurance provided to the County that such policy or certificate contain a provision whereby the County shall receive 30 days' prior written notice from the insurer or insurance broker in the event of any proposed alteration, cancellation or change in such policy or certificate. The insurance certificate shall be in the Owner's name as shown on the property identification number.

The issuance of such insurance policy or policies as described in a certificate of insurance shall not be construed as relieving the Owner from responsibility for any other or larger claims in excess of such policy or policies, if any, for which the Owner may be held responsible. Such insurance policy or policies shall be in a form acceptable to the County's insurer and, without limiting the generality of the foregoing, shall provide:

- a. A limit of liability of not less than **five million dollars** (\$5,000,000.00) per occurrence;
- b. **Thirty (30) days prior notice** of any alteration, cancellation or change in policy terms, which reduces coverage, and any such notice of cancellation shall be given in writing to the County;
- c. The Corporation of Norfolk County shall be **named as an additional insured**;
- d. Additional Insurance Name and Mailing Address
The Corporation of Norfolk County
50 Colborne Street South
Simcoe ON N3Y 4H3
Attention: County Clerk
- e. The policy shall contain a provision for **cross liability** in respect of the named insured;
- f. **Products and completed operations coverage**;
- g. **Non-owned automobile coverage** with a limit of at least two million dollars (\$2,000,000.00) including without limitation contractual non-owned coverage;
- h. Under the **Description of Operations**, the verbiage must specifically refer to a Cannabis Facility;
- i. Other insurance coverage. The County reserves the right to request such higher limits of insurance or other types of policies appropriate to the Agreement as the County may reasonably require from time to time; and,
- j. Proof of insurance. The Owner shall provide, together with its executed

The Owner shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date of the duration of the Agreement. In the event any renewal premium is not paid, the County, in order to prevent the lapse of such policy, may pay the renewal premium or premiums, and the Owner agrees to reimburse the County for the cost of such renewals within ten (10) days of the account therefore being rendered by the County.

The Owner shall ensure that any **Professionals hired shall carry Professional Liability Insurance in the amount not less than two million dollars (\$2,000,000)** to provide for coverage for acts, errors and omissions arising from their professional services performed under the Agreement. The policy self-insured retention or **deductible shall not exceed one hundred thousand dollars (\$100,000) per claim** and if the policy has an aggregate limit, the amount of the **aggregate shall be double the required per claim limit**. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario and acceptable to the County. The policy shall be renewed for three years after contract termination. A certificate of insurance evidencing renewal is to be provided each and every year. If the policy is to be cancelled or non-renewed for any reason, **30 day notice** of said cancellation or non-renewal must be provided to the County. The County has the right to request that an extended reporting endorsement be purchased by the Owner's professional at the Owner's professional's sole expense.

In the event that the description of the project, supply or work involves the use of explosives for blasting or vibration from pile driving or caisson work; which could cause the removal or weakening of support of any such property, building or land, whether such support be natural or otherwise, then Explosion, Collapse or Underground (XCU) coverages must be added by endorsement.

At the discretion of the County, the Owner may be required to purchase an Environmental Policy to cover injury to or physical damage to tangible property including loss of use of tangible property, or the prevention, control, repair, cleanup or restoration of any environmental impairment of lands, the atmosphere or any water course or body of water on a sudden and accidental basis and on a gradual release. The policy shall include bodily injury, including sickness, disease, shock, mental anguish, and mental injury. The policy is to be renewed for three years after project completion and a certificate of insurance evidencing renewal shall be filed with the County. If the policy is to be cancelled or non-renewed for any reason, 90 day notice of said cancellation or non-renewal must be provided to the County. The County has the right to request that an extended reporting endorsement be purchased by the contractor at the contractor's sole expense.

Every party to the Agreement agrees to immediately notify all other parties of any occurrence, incident, or event which may reasonably be expected to expose any of the parties to liability of any kind in relation to the development of the Lands.

The Owner shall indemnify the County and its employees, members of Council, agents and other representatives from any loss arising directly or indirectly from claims, damages, injury or otherwise in connection with the works done by or on behalf of the Owner of the Lands until installation of services and any works or restoration of public roadways or property is completed and accepted by the appropriate inspectors acting on behalf of the County.