THIS CONTRACT, made in duplicate this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_\_.

(Date) (Month) (Year)

B E T W E E N:

# [PTC’s Full Legal Name] Organization Name

(the “PTC”)

Of The First Part

- and -

# CITY OF TORONTO

(the “City”)

Of The Second Part

In consideration of the City granting a licence entitling the PTC to operate the business of a Private Transportation Company in the City of Toronto under Chapter 546 of the Toronto Municipal Code and payment by the PTC to the City of the applicable licence fees, receipt of which by the City is hereby acknowledged, the parties hereby covenant and agree as follows:

1. Interpretation

The following terms shall have the meanings herein specified unless the context otherwise specifies or requires:

“City” means the City of Toronto, its mayor, elected officials, officers, employees, servants, agents, and volunteers, including any of those persons' successors or assigns;

“Claim” means any demands, actions, proceedings, executions, liens and otherwise for, without limitation, liabilities, damages and loss of any kind whatsoever including but not limited to property damage or loss, bodily injury and death, loss of reputation, loss of opportunity, economic loss, judgments, fines, penalties, interest, and other costs (including legal costs on a substantial indemnity basis).

1. Indemnification

The PTC agrees that it will at all times fully indemnify the City from and against any and all Claims which may be brought against or made upon the City in relation to all losses, liabilities, judgements, costs, charges, damages, liens, and expenses which the City may sustain or incur by reason or arising out of the City’s issuance of a business licence to the PTC and any services or activities related to the PTC’s business licence, including services imperfectly, negligently, or unlawfully rendered by the PTC.

The PTC further agrees that it will, upon demand, pay to the City any losses, liabilities, judgements, costs, charges, damages, liens, and expenses sustained or incurred by the City in consequence of any such Claim and any moneys paid or payable by the City in settlement or in discharge or on account thereof. The PTC hereby authorizes and empowers the City, or its solicitors, to defend or settle any Claim as the City or its solicitor may deem appropriate and agrees to pay the full amount of the settlement or judgement to the City on demand. The PTC also agrees to pay the City its reasonable costs of the defence of any Claim.

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The PTC may at its own expense take charge of and conduct the defence in the name of the City to any such Claim provided that the PTC shall keep the City reasonably informed of the status of the matter and the PTC shall make no admission of liability or fault on the City's part without the City's prior written permission.

SIGNED, SEALED ) **[PTC’s Full Legal Name] -** Organization Name AND DELIVERED )

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) Name (First, Last)

) Position Title

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) Signature

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) I have the authority to bind the PTC.

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) Witness Name (First, Last)

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) Witness Signature

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# ) CITY OF TORONTO

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I have authority to bind the City.

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