

Permit General Conditions

These general terms and conditions apply to the Applicant's use of, and operations with respect to, the "Parks" (as this term is defined under the *Niagara Parks Act*, R.S.O. 1990, Chapter 3 (the "**Act**")), or any lands in which The Niagara Parks Commission ("**NPC**") has any interest (collectively, the "**NPC Lands**"), pursuant to the permit issued to the Applicant by NPC (the "**Permit**").

Insurance

1. The Applicant shall ensure that it has a current WSIB clearance certificate that covers each of its workers, and that all of its contractors, subcontractors and suppliers, at any tier, have a current WSIB clearance certificate that covers each of their respective workers, who perform any portion of the permitted operations, and if requested, shall provide copies of same to NPC.
2. The Applicant shall be responsible for the activities of all such contractors, subcontractors and suppliers in respect of the NPC Lands.
3. Prior to the commencement of any operations, the Applicant shall provide NPC with a certificate of insurance, as proof of liability insurance (the "**Insurance Policy**"), with a minimum coverage of \$5,000,000.00, naming The Niagara Parks Commission as an additional insured and waiving its right to subrogate against NPC and its employees, officers, directors and agents.
4. The Insurance Policy shall contain endorsements stating that the Applicant's coverage is primary to any coverage that NPC may elect for its own account. The Insurance Policy and certificate shall state that the policy cannot be cancelled, lapsed or materially altered without at least thirty (30) days prior written notice by the Applicant's insurer to NPC. The approval of any policy by NPC shall in no way relieve the Applicant of its obligations to provide the insurance herein referred to.
5. The Insurance Policy shall:
 - (a) insure against bodily injury, personal injury, any injury or damages relating to products sold or provided by the Applicant and property damage, including loss thereof;
 - (b) provide that NPC, as an additional insured, is indemnified against all legal liability arising from the death of or injury to any person as well as the loss of or damage to any property, to the extent that liability for such occurrences is connected with the Applicant's use of the NPC Lands;
 - (c) provide for cross liability, which for clarification means the Insurance Policy shall indemnify each insured in the same manner as though separate policies were issued in respect of any action brought against either of the insured by the other insured; and
 - (d) if applicable, include non-owned automobile liability insurance and tenant/occupier's legal liability insurance extended to include loss or damage to the NPC Lands and/or equipment of NPC in the care, custody and control of the Applicant.

The NPC Lands

6. The Applicant shall not cause any roadways, pathways and/or entrances on or adjacent to the NPC Lands to be subjected to any hazards and/or blocked, congested, impeded or otherwise obstructed by debris, objects or any other material.
7. The Applicant is responsible for all damages to the NPC Lands resulting from its use of, or operations with respect to, the NPC Lands and for any required repairs and restoration of the NPC Lands, including any roadways, pathways, sidewalks and curbs situated on the NPC Lands. The Applicant will repair and restore the NPC Lands affected by the Applicant's use or operations as closely as is reasonably practicable to the condition existing prior to the Applicant's use or operations.
8. The Applicant is responsible for ensuring that storm runoff does not affect the NPC Lands or lands adjacent to the NPC Lands, including erosion. The Applicant shall not cause existing drainage systems, such as sewers, drains and/or streams, on or adjacent to the NPC Lands to be blocked, congested, impeded or otherwise obstructed by debris, objects or any other material. The Applicant shall take all reasonable precautions and preventive actions to ensure same, such as using straw bale filters to trap sediments on existing drainage systems. All such measures shall be conducted in accordance with applicable legislation and only after obtaining any required permits.
9. If the Applicant conducts any form of excavation, the Applicant shall obtain all appropriate locates, clearances and/or permits from all public and private utilities to ensure all underground infrastructure that may be affected by such excavation has been located and shall comply with the terms and conditions imposed by such utilities in relation to any work in and around such utilities.
10. The Applicant acknowledges that the Permit does not imply approval of or provide permission for construction or any excavation within the NPC lands other than as expressly provided for in the Permit.

The Applicant's Operations

11. Upon receipt of the Permit, the Applicant shall notify NPC of the commencement of a project not less than 48 hours in advance of commencing any work, operations or use of the NPC Lands with respect to such project.
12. At the request of NPC, the Applicant may be required to meet on site with appropriate representatives of NPC



prior to the start of a project to review the Applicant's proposed plans for implementation of the permitted operations, including as it pertains to safety.

Rules and Permits

13. The Applicant and its employees, agents and representatives shall comply with such requests, rules and/or regulations as may be imposed by NPC and its representatives.
14. The Applicant is responsible for obtaining all permits, consents, approvals, authorizations and/or permissions from all other governmental and quasi- governmental agencies that have jurisdiction over the Applicant's work or otherwise with respect to the Applicant's use of, or operations with respect to, the NPC Lands, including building permits and any required municipal permits ("**Governmental Approvals**") and shall fully comply with the terms and conditions of such Governmental Approvals and of all other applicable governmental statutes, by-laws, regulations and rules, at its sole cost and expense. At the request of NPC, prior to access to the NPC Lands, the Applicant shall provide to NPC evidence that the Applicant has obtained all required Governmental Approvals.
15. NPC may suspend or revoke the Permit immediately, without notice to the Applicant, if in NPC's absolute discretion the Applicant is not in compliance with these general terms and conditions.

Environmental, Health and Safety Matters

16. The Applicant shall not bring onto or allow to be present on the NPC Lands any hazardous substances or contaminants (except in compliance with all environmental laws). The Applicant shall immediately report any spills, discharges, leaks, fires or accidents to NPC, and to other regulatory agencies as required under applicable legislation and shall take appropriate remedial measures to address such incidents. The Applicant will be responsible for notifications and follow-up actions under the applicable environmental legislation, guidelines, criteria and/or codes of practice. All environmental issues shall be handled by the Applicant at the Applicant's expense. The Applicant shall be responsible for reporting, remediating and fulfilling any regulatory requirements with respect to any leaks and/or environmental issues attributable to the Applicant's operations or use of the NPC Lands. When the above involves the NPC Lands, or NPC's facilities or operations, such as remediation on the NPC Lands attributable to the Applicant's operations or use of the NPC Lands, costs incurred will be at the Applicant's expense but executed under NPC's direction and discretion, acting reasonably.
17. The Applicant acknowledges that all work conducted under the Permit and in connection with the project will be governed by, and the Applicant will adhere to, the

Occupational Health and Safety Act, RSO 1990, c.O.1 and all applicable regulations thereunder and the Environmental Protection Act, R.S.O. 1990, c. E. 19 and all applicable regulations thereunder.

18. The Applicant must inform NPC immediately of any public safety concerns or violations observed on, within, or adjacent to the NPC Lands.
19. Where NPC deems it necessary for the prevention of any seasonal or temporary danger to persons, flora, fauna, natural objects or structures situated on the NPC Lands, NPC may close to public use or traffic, (including use or traffic by the Applicant), any area situated within the NPC Lands for the period NPC considers the danger will continue.

Indemnities

20. The Applicant shall at all times save, defend, hold harmless and fully indemnify NPC and each of its commissioners, officers, directors, employees and agents from and against all manner of actions, proceedings, suits, claims, losses, liabilities, costs, expenses, damages, executions, regulatory orders, regulatory enforcement actions, legal risks and demands whatsoever suffered or incurred arising from any use of the NPC Lands or operations carried out by the Applicant or its contractors, subcontractors and suppliers under the Permit or otherwise on or in respect of the NPC Lands.

Other Matters

21. NPC must be notified of and approve of any changes or modifications to the permitted operations prior to any such changes or modifications being implemented by the Applicant.
22. The Applicant shall, upon termination of the Permit, remove or cause to be removed from the NPC Lands all structures, fixtures, material and equipment of whatsoever nature or kind, which it may have placed in, on, over or under the NPC Lands, and all refuse and debris which it may have occasioned on the NPC Lands.
23. The Applicant covenants and agrees that the NPC Lands will at all times be used only for the purposes provided for in the Permit and for no other purpose without NPC's prior written consent in each instance first obtained.
24. The Applicant covenants and agrees that it will not use or occupy the NPC Lands or suffer or permit the same to be used or occupied for any unlawful purpose, or for any dangerous, noxious or offensive trade or business, or for any purpose which constitutes a public or private nuisance, nor to endanger the general public or neighbouring properties, tenants or tenements. The Applicant further agrees not to commit or suffer to be committed any waste, damage or injury to the NPC Lands or any part of either of them.