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### SCHEDULE 3

#### INSURANCE

1. This schedule shall apply to any Applicant that is required to submit proof of insurance.
2. Upon submitting an Application, the Applicant shall execute the following indemnity to the satisfaction of the City:

The Licensee both during and after the term of the Licence or renewed Licence, shall at all times, and at its own cost, expense, and risk, defend, indemnify and hold harmless the City, its elected officials, officers, employees, volunteers, agents, and all respective heirs, administrators, executors, successors, and assigns from any and all losses, damages (including, but not limited to, incidental, indirect, special and consequential damages, or any loss of use, revenue or profit by any Person or Business), fines, penalties and surcharges, liabilities, judgements, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind and expenses which the indemnified City may suffer or incur, howsoever caused, provided such losses, damages, fines, penalties and surcharges, liabilities, judgments, claims, demands, cause of action, contracts, suits, actions or other proceedings of any kind and expenses as defined above are due or claimed to be due to the negligence, breach of contract, and/or breach of law of the Licensee.

3. The Applicant shall maintain liability insurance acceptable to the Manager of Licensing throughout the term of the Licence, if the Licence has been granted.
4. The liability insurance shall consist of a comprehensive policy of public liability and property damage insurance in an amount of not less than \$2,000,000.00 per occurrence.
5. The liability insurance shall name The Corporation of the City of Kitchener as additional insured with a cross liability endorsement and severability of interest provision.
6. The Applicant shall submit a Certificate of Insurance evidencing the insurance and it shall state the coverage will not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by registered mail to the City.

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## SCHEDULE 2

### POLICE RECORD CHECK REQUIREMENTS

1. This schedule shall apply to those Persons who are required to provide Police Record Checks with an Application.
2. The Police Record Check accepted by the Manager of Licensing shall meet the following requirements:
  - a) must be the original version provided by the Police Department;
  - b) must be completed within the municipality that the Person resides;
  - c) must be obtained by the Person to whom it applies;
  - d) if the Applicant is part of a partnership, a completed Police Record Check must be obtained for each partner; and
  - e) if the Applicant is a corporation, a completed Police Record Check must be obtained for a director or officer, or a letter of authorization must be provided from any director naming a director, officer or employee of the corporation as their designate.
2. The Police Record Check shall only be considered valid if it is completed within six (6) months of the date of Application.
3. The Police Record Check shall be completed by a Canadian Police Service, or by a police service in the country where the Applicant resides. A Police Record Check completed by a third party agency will not be accepted.
4. Any Police Record Check that is completed in a foreign language must be translated and notarized.