



FORM 7 – INDEMNITY AGREEMENT RFO #648-2021

This agreement made as of the ____ day of _____, 202__, between:

ST. CLAIR CATHOLIC DISTRICT SCHOOL BOARD

an English-language Separate District School Board under the laws
of Ontario

(hereinafter called the “**Vendor**”)

of the one part,

-and-

(hereinafter called the “**Purchaser**”)

of the other part

WHEREAS:

1. the Vendor is the owner of those lands and premises (the “Property”) known municipally as 9399 McNaughton Line, Chatham, Ontario, N7M 5J7, and legally described as:

PT LT 6-7 CON 2 CHATHAM; PT RDAL BTN LT 6 AND LT 7 CHATHAM CON 2
CLOSED BY 523193 AS IN 89293, 177705 & PT 1, 2, 3 & 4 24R4715; S/T 523194,
523195; S/T 547957; CHATHAM-KENT

Being all of PIN 00736-0231 (LT)
2. the parties have entered into an Agreement of Purchase and Sale dated _____, (the “Purchase Agreement”), pursuant to which the Vendor agreed to sell and the Purchaser agreed to purchase the Property on the terms and conditions described therein; and
3. the Purchaser has agreed, pursuant to the terms of the Purchase Agreement, to accept full responsibility for all conditions related to the Property, and to comply with all orders relating to the condition of the Property issued by any competent government Authority, court or administrative tribunal, including any order issued against the Vendor including



without limitation, any non-compliance with Environmental Law or relating to the existence of any Hazardous Substance or Contaminant.

NOW THEREFORE in consideration of the sum of TWO DOLLARS (\$2.00) now paid by the Vendor to the Purchaser (the receipt and sufficiency of which is hereby acknowledged) and other good and valuable consideration (including, without limitation, the completion of the transaction contemplated by the Purchase Agreement), the parties hereto agree as follows:

1. The parties agree that all capitalized terms used herein shall have the meanings ascribed thereto in the Purchase Agreement.
2. The Purchaser hereby agrees that it will at all times observe and comply with all Environmental Law applicable to the Property and shall comply with the terms of the Permitted Encumbrances, any agreement entered into by the Vendor with any Authority relating to the Property, all other agreements relating to public utilities and municipal services, the Land Use Regulations, all relevant municipal by-laws and all registered restrictions.
3. The Purchaser further agrees that it shall be solely responsible for and shall indemnify and save harmless the Vendor and its employees, directors, trustees, officers, appointees and agents from any costs, including legal and witness costs, claims, demands, civil actions, prosecutions, or administrative hearings, fines, judgments, awards, including awards of costs, that may arise directly or indirectly as a result of the condition, use, occupancy, redevelopment, or demolition of the Property (collectively the "**Ownership of the Property**") or any order issued by any competent governmental Authority in connection with the Ownership of the Property, or any loss, damage, or injury caused either directly or indirectly as a result of the Ownership of the Property including, without limitation, non-compliance with Environmental Law or the existence of any Hazardous Substance or Contaminant.
4. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
5. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
6. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.
7. This Agreement and/or counterparts hereof, may also be executed either in original, PDF and/or faxed form and the parties adopt any signatures received by a receiving fax machine or PDF as original signatures of the parties.



IN WITNESS WHEREOF each of the parties hereto have duly executed this Agreement.

ST. CLAIR CATHOLIC DISTRICT SCHOOL BOARD

Per: _____
Name: Deborah Crawford
Title: Director of Education

Per: _____
Name: Amy Janssens
Title: Associate Director Corporate Services

I/We have authority to bind the Board.

By: _____
Name:
Title:

By: _____
Name:
Title:

I/We have authority to bind the Purchaser.