

Memo

September 18, 2020

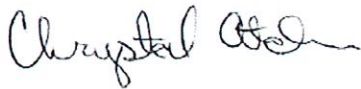
To: City Clerk

Re: Grow Regina Community Gardens Incorporated
Gazebo Donation and Installation Agreement
Our File: 0240 CON 16382

Please find enclosed three copies of the above captioned Donation and Installation Agreement that has been executed on behalf of the Grow Regina Community Gardens Inc. Please execute all copies of the Agreement on behalf of the City of Regina, retaining one copy for your records and returning the remaining copy to our Office for further distribution.

You are authorized to execute the Agreement pursuant to the Director, Land, Real Estate & Facilities. Attached is the RETAF dated September 15, 2020 in this regard.


Thank you for your assistance in this matter.



Chrystal Atchison
Legal Counsel
Office of the City Solicitor

/vc
Encl.

2 copies of the above captioned Agreement acknowledged received this 23 day of September, 2020.



City Solicitor's Office

City Clerk's File No. _____

City of Regina
Land, Real Estate and Facilities
Real Estate Branch

Real Estate Transaction Approval Form (RETAF) License Agreement

Date: September 15, 2020

Subject Property:

3500 Queen Street – Blk/Par R2, Plan 60R7552, Ext 0

Brief Description of Project (Including licence/tenant information) Grow Regina Community Gardens Incorporated approached the City of Regina to install a gazebo on lands owned by the City but currently leased out to the organization. The intent is to construct the gazebo and then vest ownership and title in the City, the project and any association equipment or materials installed on the land as per the attached agreement. A license agreement is being provided to the organization to facilitate the installation of the gazebo.

The Agreement was negotiated by the Recreation Facility Development Branch from Parks, Recreation & Cultural Services and has been prepared by the City Solicitor's office. The agreement does not provide exclusive possession or occupancy of the lands and details the conditions under which the license is granted. The City is providing a donation in the amount of \$30,000 that was approved by the City Manager as per the attached memo. Proof of insurance is required in the amount and type of coverage as specified by the City of Regina's Risk Manager.

☒ Internal City Department

A copy of the agreement is attached.

Licensor: Grow Regina Community Gardens Incorporated

Effective Date: June 26, 2020

Expiration Date: December 31, 2020

Insurance Clause: Maintain general comprehensive liability insurance in the amount of \$2,000,000 per occurrence.

Recommendation of the Real Estate Branch: To proceed with the license agreement as outlined.

Recommended for Approval:



Manager, Real Estate Branch



Director, Land, Real Estate & Facilities

September 15, 2020
Date

September 15, 2020
Date

DONATION AND INSTALLATION AGREEMENT

1

THIS AGREEMENT made this _____ day of _____, 2020.

BETWEEN:

THE CITY OF REGINA
a city continued under *The Cities Act*, c. C-11.1, S.S. 2002
("the City")

and

GROW REGINA COMMUNITY GARDENS INCORPORATED
a non-profit corporation incorporated pursuant to The Non-Profit Corporations Act, 1995, c. N-4.2 S.S. 1995
("the Donor")

WHEREAS the City is the owner of land known as McLeod Park, legally described as: Surface Parcel #109688068 Blk R2, Plan No. 60R07552, ext. 0 (the "Land");

WHEREAS by separate Agreement dated November 14, 2017, the Donor leases a portion of the Land from the City, including the site where the gazebo that is the subject of this Agreement will be located;

WHEREAS the Donor wishes to donate to the City a gazebo, created by the artist Victor Cicansky, as further described in Schedule "A", to be installed by the Donor on the portion of the Lands set out in the site plan attached as Schedule "B" (the "Project");

WHEREAS the City has agreed to own and maintain the Project on the Land and to accession the Project into its civic art collection.

Therefore, the City and the Donor agree and covenant as follows:

Contribution by the City

1. The City agrees to contribute \$30,000 to the Donor to be used toward completion of the Project.
2. The Donor agrees to use the funds solely toward completion of the Project. If the Donor does not proceed with the development of the Project, the Project is not completed by the completion date agreed upon by the Parties, or the funding is not required, the Donor shall return any unused funds to the City.

Agreement to Donate

3. Effective upon approval of the installation, as further described in this Agreement, the Donor hereby donates and gives to the City as a gift and with the intent to vest ownership and title in the City, the Project and any associated equipment or materials installed on the Land.

4. The Donor additionally donates and gives to the City as a gift, the installation of the Project, such installation to be completed in accordance with the terms of this Agreement, at the sole cost and expense of the Donor and subject to the indemnities and warranties contained within this Agreement.

Authority and Capacity to Donate

3. The Donor represents and warrants that it is the owner of the Project and has the authority to make the gift and donation as is provided herein.

Ownership and Maintenance

4. Following the City's approval of installation pursuant to the terms of this Agreement, the City shall own and maintain the Project and shall have the right to maintain and use the Project in any way that the City sees fit.
5. The City will accession the Project into its Civic Art collection upon completion of the Project. The City may at any time de-accession the Project following any applicable standards which guide the administration of municipal art collections or may remove the Project or have it relocated at any time.
6. The Project will be made available for public use and the Donor will not receive any payment, preferential booking or right to book the Project as a result of the donation or installation of the Project.

Limited License

7. The City grants to the Donor, a non-exclusive right and license to access the Land in order to complete installation of the Project in accordance with the terms of this Agreement.

Installation

8. The Donor shall be responsible for all costs associated with the design, construction and installation of the Project.
9. The Donor shall ensure that the installation of the Project and any associated equipment or materials occurs in a timely, safe, proper and workmanlike manner.
10. The Donor will ensure that the Project and any associated equipment or materials are installed in accordance with any applicable Artist, manufacturer or City specifications.
11. The Donor shall, prior to commencement of the installation, provide all plans, drawings and specifications for the Project to the City for review and approval.
12. If applicable, the Donor shall, prior to the commencement of the installation, provide all engineer stamped drawings for the reinforced concrete to the City for review and approval.
13. All damages to the adjacent hard surfaces, grading, turf and other landscape features must be repaired by the Donor to City specifications not later than 30 days after the installation of the Project is completed.

14. The Donor shall ensure that the Land and construction site are properly secured with temporary construction fencing, during construction and installation of the Project to protect all persons from injury. The Donor shall be responsible for ensuring that every person who is accessing the Lands during the construction and installation of the Project, whether actively working on the Land or not, complies with all applicable legislation or standards in installation of the Project, including but not limited to those set out in *The Saskatchewan Employment Act, Occupational Health and Safety Regulations, 1996*.
15. The Donor shall obtain all necessary licenses, permits, consents, orders and other authorizations (collectively, the “**Authorizations**”) required to complete the installation of the Project. Unless otherwise specified in this Agreement, the Donor shall pay for and has paid for all such Authorizations, if applicable.

Inspection and Remedying Deficiencies

16. On completion of the installation, the City and the Donor shall jointly inspect the Project and any associated equipment or materials to ensure the installation meets approved project specifications and the standard City construction specifications. The City’s inspection of the Project in no way relieves the Donor from compliance with the terms of this Agreement, including obligations regarding proper and safe workmanship and compliance with applicable laws.
17. The City will identify and document deficiencies and will forward this documentation to the Donor.
18. The Donor is responsible to ensure the deficiencies identified to the Donor pursuant to this Agreement are corrected and arrangements are made with the City for further inspections.
19. In the event that the Donor does not rectify deficiencies or take steps to rectify deficiencies within fifteen (15) days after written notice from the City specifying the deficiency (or shall not within such period diligently commence to cure the deficiency), the City may, at its option, without waiving any claim for damages, at any time thereafter cure such deficiency, and any amount paid or any contractual liability incurred by the City in so doing shall be deemed paid or incurred for the account of the Donor, and the Donor agrees to reimburse and save harmless the City therefore. The City shall submit an invoice to the Donor for the costs incurred by the City to cure a deficiency. Any amounts not paid within thirty (30) days of the date of receipt of an invoice will be subject to late payment charges of 1.0% per month (12% per annum).
20. Once the City provides the final approval of the installation, this will constitute completion of the project and ownership will transfer to the City, absolutely.

Project Completion Date

21. (1) The Donor agrees to complete the installation of the Project by December 31st, 2020.
 - (2) If the installation is not completed by the date set out in subsection (1), the Donor must write to the City requesting an extension of this deadline and the City shall consent to any reasonable requests for an extension.
 - (3) If the City does not approve the extension, the Donor shall return the Lands to their original state at its own expense and shall return any unused funding from the City's contribution to the project.

Insurance

22. The Donor will have and maintain in place and in force throughout the installation of the Project and for six months following completion of the Project, and shall ensure that any contractor or agent of Donor involved in the fulfillment of the requirements of this contract has in place:
 - a. comprehensive general liability insurance in the amount of \$2,000,000 per occurrence; and
 - b. automobile liability insurance in the amount of \$1,000,000 per occurrence for any vehicles involved in the performance of the obligations in this Agreement.
23. Insurance obtained and provided under this Agreement shall:
 - (a) contain a statement whereby the insurer waives all rights of subrogation against any party named or contemplated as an insured party in the required policies;
 - (b) contain an endorsement by the insurer that states that the policies and coverage thereunder shall neither be amended or cancelled until thirty (30) calendar days after written notice to such effect has been given to all named insureds; and
 - (c) shall name the City as an additional insured on all policies of insurance with respect to the Donor's respective activities as they relate to this Agreement.
24. The Donor is responsible for full payment of any deductible amount which may be due in the event of any and all claims under policies required by this Agreement.
25. The Donor shall provide the City with proof of the insurance required by this Agreement prior to initial execution of this Agreement and upon each renewal of the insurance policy, in a form satisfactory to the City's Risk Manager.

Incident Notification

26. The Donor shall notify the City of any incident that it becomes aware of that may result in a claim against either the Donor or the City, including, but not limited to breach of contract, losses such as property damage to City assets, third party property damage, injury or death of any Donor employee, instructor or volunteer and any third party bodily injury.

Indemnity

27. The Donor will indemnify the City and hold the City harmless from any claim or action for damage to or destruction of property, or for compensation for injury or death of any person, that is caused by or is attributable to the Donor's performance of this Agreement.

Termination

28. The City may, without prejudice to any other right or remedy it may have, immediately terminate this Agreement by written notice to the Donor, if the Donor:
- (i) becomes bankrupt or insolvent or is so adjudged;
 - (ii) makes a general assignment for the benefit of creditors;
 - (iii) has its goods and chattels liable to seizure by any secured party or lienholder;
 - (iv) has its goods made subject to a valid writ;
 - (v) fails to maintain its status as a corporation; or
 - (vi) breaches this Agreement and the breach is not remedied within 15 calendar days from a notice of the default being given to the Donor by the City.
29. Any party may terminate this Agreement at any time and without cause and by giving sixty (60) days prior written notice to the other party.

General

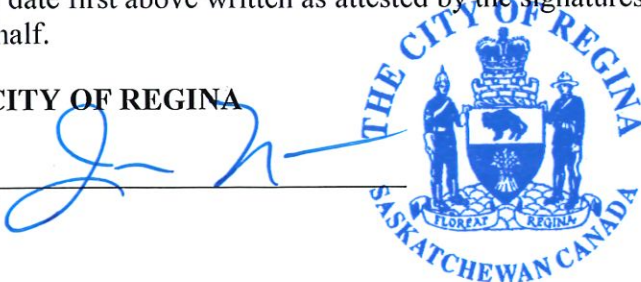
30. This Agreement constitutes the whole agreement between the Parties and shall not be amended other than in writing and executed by all Parties.
31. No failure or delay on the part of any party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof.
32. Neither this Agreement nor any rights or obligations under it shall be assignable by either party without the prior written consent of the other party

33. The preamble forms an integral part of this Agreement.

IN WITNESS WHEREOF the Parties hereto have caused their respective seals to be affixed the day and the date first above written as attested by the signatures of their proper officer duly authorized in that behalf.

THE CITY OF REGINA

City Clerk



(seal)

GROW REGINA COMMUNITY GARDENS INCORPORATED

(seal)

Name (please print)

Title

Signature

Yvette Crane
Past Chair
Yvette Crane

AFFIDAVIT OF CORPORATE SIGNING AUTHORITY

****To be completed only if Donor does not affix its corporate seal on signature page.**

I, Yvette Crane Past Chair
Print full name of Signing Authority Print Official Title

of Regina SK
City/Town Province

MAKE OATH/AFFIRM AS FOLLOWS:

1. I am a Director or Officer of GROW REGINA COMMUNITY ("Donor")
GARDENS INCOPORATED

named in the Donation and Installation Agreement ("Contract")
Title of Agreement

to which this Affidavit of Corporate Signing Authority is attached.

2. I am authorized by the Donor to execute the Contract without affixing the corporate seal of the Donor.

Sworn before me:

at Regina, SK.
City/Town Province

on September 10, 2020
Month Day Year

[Signature]
A Commissioner for Oaths or a Notary Public for
the Province of Saskatchewan

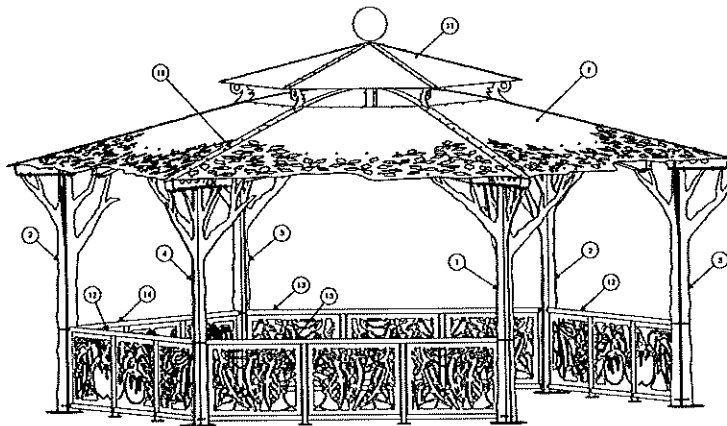
Being a lawyer —or—
My appointment
expires:



Yvette Crane
Signature of Signing Authority

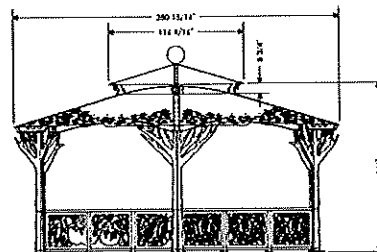
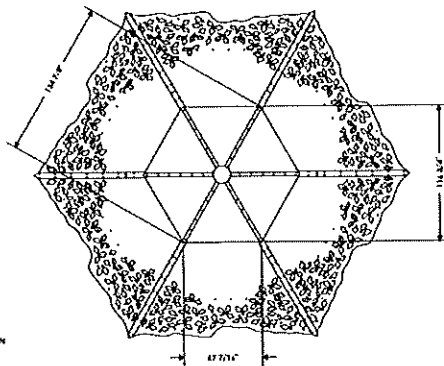
Sept 10 2020
Date

“Issued for Permit” drawing set dated June 26, 2020, metal fabrication drawings page 1/6 and 5/6, Dutch Industries Limited.



2	22	VCO2-647	VICTOR OCEANIC GAZERO - WELD ON PLATE
1	31	VCO2-645	VICTOR OCEANIC GAZERO - COASTGUARD KING
18	20	PH03-596	HEX NUT 1/2" X 1/4"
222	19	PH03-114PCS	HEX BOLT 1/2" X 1 1/2"
429	18	PH03-628	HEX NUT 1/2"
402	17	1111173	SLIP PLATE 1/2"
514	14	PH03-114PCS	HEX BOLT 1/2" X 1 1/2"
6	15	VCO2-622	Lower Lock Fastening
1	14	VCO2-611 - BULKING 3	VICTOR OCEANIC GAZERO - BULKING IN AIR
2	19	VCO2-611 - BULKING 3	VICTOR OCEANIC GAZERO - BULKING IN AIR
2	19	VCO2-611 - BULKING 1	VICTOR OCEANIC GAZERO - BULKING IN AIR
1	11	VCO2-611	VICTOR OCEANIC GAZERO - UPPER CROSS BEAM
3	19	VCO2-603	VICTOR OCEANIC GAZERO - ROOF PANEL B
3	9	VCO2-601	VICTOR OCEANIC GAZERO - ROOF PANEL A
4	8	VCO2-613-188	BUFFET PLATE
6	7	VCO2-613-151	CENTER ENTRY CROSS BEAM
6	8	VCO2-613-166	VICTOR OCEANIC GAZERO - UPPER BUFFET BEAM
6	9	VCO2-613-200	VICTOR OCEANIC GAZERO - UPPER CROSS BEAM
3	4	ALAL-CO-160	BUFFET POW FREE 11 - WELDING
2	3	ALAL-CO-161	BUFFET POW FREE 11 - WELDING
3	2	ALAL-CO-162	BUFFET POW FREE 12 - WELDING
1	1	ALAL-CO-161	BUFFET POW FREE 12 - WELDING
QTY	FEW	FAIR NO	DESCRIPTION

（5）“三不”原则：不越位、不越权、不越级。

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© 2004 Pearson Education, Inc. All rights reserved.

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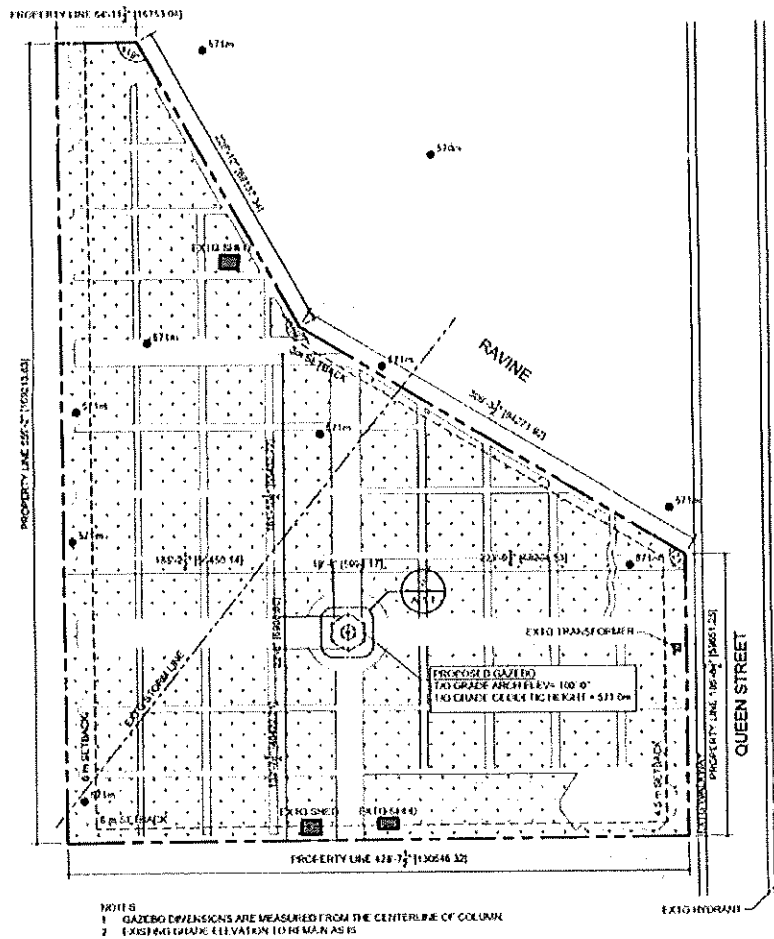
DATE 11-05-2011 11:11:11

TABLE 6. Main Assembly

DE: 7A578524

SCHEDULE "B" SITE PLAN

"Issued for Permit" drawing set dated June 26, 2020, sheet A-1.1, Alton Tangedal Architects.



Commercial Pak



Policy Cover Page

(Page 1 of 4)

Date Produced: September 10, 2020

2263 11th Ave
Regina, SK
S4P 0J7

Effective Date	Expiry Date	Declaration of	Premium	Policy Number
September 10, 2020	September 10, 2021	New		C 70170402-2
12:01 AM at your postal address as shown.		11:01 AM at your postal address as shown.		Replaces Policy

Billing Method: Broker Bill

Name and Postal Address of Insured	Broker Name and Address	SK 4793-01
GROW REGINA COMMUNITY GARDENS INC PO BOX 37273 REGINA SK S4S 7K4	R R MCKENZIE AGENCY 1903 ARGYLE ST REGINA SK S4T 3S6 mckenzieinsurance@hotmail.com	Telephone (306) 569-2456 Fax (306) 569-9452

Form	Property Description / Coverage	Amount or Limit of Liability (\$)
	<p>Automobile Insurance: This policy contains a partial payment of loss clause.</p> <p>Fire Insurance: This policy contains a clause which may limit the amount payable.</p> <p>For more information on our products, services and privacy policy please contact your broker or visit www.sgicanada.ca.</p> <p>SGI CANADA now offers paperless insurance. Help us protect the environment! Contact your broker to sign up now for this service.</p> <p>NEW - Insurance is provided for only those coverages for which limits of insurance are shown.</p>	
PL-3	Declaration of Emergency Endorsement	
PL-4	Decreasing Deductible Endorsement Your policy contains a clause which may reduce or eliminate your deductible. Please contact your broker.	
9162	Due Diligence and Dispatch Endorsement Loss, if any, payable to: CITY OF REGINA 2476 VICTORIA AVE REGINA, SK S4P3C8 - as their interest may appear	
MM	MULTI-PERIL As per special Multi-Peril Coverage specified hereunder: Builders' Risk Insurance (Broad Form) Project Site: 3500 Block Queen Street, Regina, SK Building #1 Completed Value \$140,000 Occupancy when complete: Community Garden Gazebo	140,000

This policy is valid only if signed by an authorized Representative

Authorized Representative

Certified Copy

This policy is issued by SGI CANADA
#

Policy Cover Page

(Page 2 of 4)

Date Produced: September 10, 2020

2260 11th Ave
Regina, SK
S4R 0J9

Effective Date	Expiry Date	Declaration of	Policy Number
September 10, 2020	September 10, 2021	New	C 70170402-2
12:01 AM (page or postal address as shown)			Replaces Policy

Billing Method: Broker Bill

Name and Postal Address of Insured	Broker Name and Address	SK 4793-01
GROW REGINA COMMUNITY GARDENS INC PO BOX 37273 REGINA SK S4S 7K4	R R MCKENZIE AGENCY 1903 ARGYLE ST REGINA SK S4T 3S6 mckenzieinsurance@hotmail.com	Telephone (306) 569-2456 Fax (306) 569-9452

Form	Property Description / Coverage	Amount or Limit of Liability (\$)
C-1	Subject to the following:	
	a) Minimum Retained Premium Clause:	
	It is hereby understood and agreed that in the event of (i) cancellation of this Policy, or (ii) any reduction in the limit of liability, coverage or term of the applicable insurance, the first \$400 of the premium charged shall be considered as being fully earned.	
	b) It is a condition of this policy being issued that Hot Tar and/or Torch-on Applications will not be done at the project site during the life of the policy. If this warranty is in any way disregarded, all insurance by this Rider will immediately cease, and this insurance in consequence shall be null and void.	
	c) Deductible - \$1,000	
	d) Offsite Coverage - \$50,000	
	LIABILITY	
	Commercial General Liability	2,000,000
	Each Occurrence Limit	2,000,000
	Products - Completed Operations Aggregate Limit	2,000,000
C-71	Personal and Advertising Injury Limit - any one person or organization	25,000
	Medical Expense Limit - any one person	100,000
	Tenants' Legal Liability Limit - any one premises - Broad Form Coverage	1,000,000
	Employee Benefits Liability Limit Per Occurrence and Annual Aggregate Limit	
	Description of Operations:	
	Construction of Community Garden Gazebo	
	Subject to the following:	
	a) Deductible Amount - Coverage A - \$1,000	
	b) Deductible Amount - Coverage D - \$1,000	
	c) Deductible Amount - Coverage E - \$1,000 Each Claim	
	d) Premium Basis - Flat	
	e) Limited Fungi or Spores Coverage	
	Fungi Liability Aggregate Limit	
	(i) \$250,000 or	
	(ii) the Products-Completed Operations Aggregate Limit or any applicable Annual Aggregate Limit of Liability, whichever is the lesser amount.	

This policy is void if signed by an authorized Representative

Certified Copy

July Authorized Representative

This policy is issued by SGI CANADA

Commercial Pak



Policy Cover Page

(Page 3 of 4)

Date Produced: September 10, 2020

2160 110 Ave
Regina, SK
S4P 0J7

Effective Date	Expiry Date	Declaration of	Policy Number
September 10, 2020	September 10, 2021	New	C 70170402-2
12:01 AM at your postal address as shown.			Replaces Policy

Billing Method: Broker Bill

Name and Postal Address of Insured	Broker Name and Address	SK 4793-01
GROW REGINA COMMUNITY GARDENS INC PO BOX 37273 REGINA SK S4S 7K4	R R MCKENZIE AGENCY 1903 ARGYLE ST REGINA SK S4T 3S6 mckenzieinsurance@hotmail.com	Telephone (306) 569-2456 Fax (306) 569-9452

Form	Property Description / Coverage	Amount or Limit of Liability (\$)
	<p>f) Additional Extensions:</p> <p>Limited Care, Custody or Control Property Damage \$25,000 Per Occurrence and Annual Aggregate Limit</p> <p>Limited Voluntary Property Damage \$2,500 Per Occurrence and Annual Aggregate Limit</p> <p>Prairie and/or Forest Fire Fighting Expense \$1,000,000 Per Occurrence and Annual Aggregate Limit</p> <p>g) Additional Insured - Designated Person or Organization:</p> <p>(It is hereby understood and agreed that Section II - Who is an Insured, is amended to include as an insured, the person or organization shown below, but only with respect to liability arising out of your operations or premises owned by or rented to you.</p> <p>Name of Person or Organization: City of Regina 2476 Victoria Ave Regina, SK, S4P 3C8</p>	
C-8	Non-Owned Automobile Liability Insurance Inclusive Limit	2,000,000
H-1	CYBER Data Compromise Coverage Response Expenses Coverage (1st party) - Annual Aggregate Limit	25,000

This policy is valid only if signed by an authorized Representative

Duly Authorized Representative

Certified Copy

This policy is issued by SGI CANADA

Policy Cover Page

(Page 4 of 4)

Date Produced: September 10, 2020

2159 11th Ave
Regina, SK
S4P 0J9

Effective Date	Expiry Date	Declaration of	Policy Number
September 10, 2020	September 10, 2021	New	C 70170402-2
12:01 AM at your postal address as shown.			Replaces Policy

Billing Method: Broker Bill

Name and Postal Address of Insured	Broker Name and Address	SK 4793-01
GROW REGINA COMMUNITY GARDENS INC PO BOX 37273 REGINA SK S4S 7K4	R R MCKENZIE AGENCY 1903 ARGYLE ST REGINA SK S4T 3S6 mckenzieinsurance@hotmail.com	Telephone (306) 569-2456 Fax (306) 569-9452

Form	Property Description / Coverage	Amount or Limit of Liability (\$)
	<p>Notification to Affected Individuals - Included</p> <p>Services to Affected Individuals - Included</p> <p>Sublimits:</p> <p>Forensic Information Technology Review - Sublimit 10% of Response Expenses Limit</p> <p>Legal Review - Sublimit 10% of Response Expenses Limit</p> <p>Public Relations Services - Sublimit 10% of Response Expenses Limit</p> <p>Named Malware - \$25,000 Sublimit</p> <p>As a policyholder, you receive access to eRiskHub®, a portal providing valuable cyber risk management tools, content and resources.</p> <p>Go to: https://eriskhub.com/SGI Use Access Code: 691160-689</p> <p>Subject to the following:</p> <p>a) Response Expenses Deductible \$1,000</p>	

This policy is valid only if signed by an authorized Representative

Certified Copy

July Authorized Representative

This policy is issued by SGI CANADA

Property Mortgage Clause:

The following Mortgage Clause applies only where the INTEREST OF THE MORTGAGEE is on Building(s), and ONLY for the Mortgagee shown as Loss Payable on the Policy Cover Page at the Location(s) insured under this policy.

It is hereby provided and agreed that:

- (1) This insurance and every documented renewal thereof - AS TO THE INTEREST OF THE MORTGAGEE ONLY THEREIN - is and shall be in force notwithstanding any act, neglect, omission or misrepresentation attributable to the mortgagor, owner or occupant of the property insured, including transfer of interest, any vacancy or non-occupancy, or the occupation of the property for purposes more hazardous than specified in the description of the risk; PROVIDED ALWAYS that the Mortgagee shall notify forthwith the Insurer (if known) of any vacancy or non-occupancy extending beyond thirty (30) consecutive days, or of any transfer of interest or increased hazard THAT SHALL COME TO HIS KNOWLEDGE; and that every increase of hazard (not permitted by the policy) shall be paid for by the Mortgagee - on reasonable demand - from the date such hazard existed, according to the established scale of rates for the acceptance of such increased hazard, during the continuance of this insurance.
- (2) Whenever the Insurer pays the Mortgagee any loss award under this policy and claims that - as to the Mortgagor or Owner - no liability therefor existed, it shall be legally subrogated to all rights of the Mortgagee against the Insured; but any subrogation shall be limited to the amount of such loss payment and shall be subordinate and subject to the basic right of the Mortgagee to recover the full amount of its mortgage equity in priority to the Insurer; or the Insurer may at its option pay the Mortgagee all amounts due or to become due under the mortgage or on the security thereof, and shall thereupon receive a full assignment and transfer of the mortgage together with all securities held as collateral to the mortgage debt.
- (3) If there be other valid and collectible insurance upon the property with loss payable to the Mortgagee - at law or in equity - then any amount payable thereunder shall be taken into account in determining the amount payable to the Mortgagee.
- (4) In the absence of the Insured, or the inability, refusal or neglect of the Insured to give notice of loss or deliver the required Proof of Loss under the policy, then the Mortgagee may give the notice upon becoming aware of the loss and deliver as soon as practicable the Proof of Loss.
- (5) The term of this mortgage clause coincides with the term of the policy; PROVIDED ALWAYS that the Insurer reserves the right to cancel the policy as provided by Statutory provision but agrees that the Insurer will neither terminate nor alter the policy to the prejudice of the Mortgagee without the notice stipulated in such Statutory provision.
- (6) Should title or ownership to said property become vested in the Mortgagee and/or assigns as owner or purchaser under foreclosure or otherwise, this insurance shall continue until expiry or cancellation for the benefit of the said Mortgagee and/or assigns.

SUBJECT TO THE TERMS OF THIS MORTGAGE CLAUSE (and these shall supersede any policy provisions in conflict therewith BUT ONLY AS TO THE INTEREST OF THE MORTGAGEE), loss under this policy is made payable to the Mortgagee.

Loss Payable (Lienholder) Clause:

The following Clause applies to any vehicle(s) where a Loss Payable is shown as having interest in the insured vehicle(s) on the Policy Cover Page:

It is understood and agreed that loss, if any, under Part III of the insuring agreements of this policy shall, in the event that the automobile is not repaired or the lost or damaged parts are not replaced, be payable to the Insured and to the Loss Payable (Lienholder). If the insurance provided by any subscription of Part III of the insuring agreements of the policy is cancelled, the Insurer hereby agrees to give fifteen days written notice to the Loss Payable (Lienholder).

Release of Interest:

I (We) release our right, title and interest in this Policy, and all benefits and advantage to be derived therefrom, subject nevertheless, to all its terms and conditions as of _____.

Month/Day/Year

Signature of Loss Payable: _____
(Lessor/Lienholder)

Cancellation Release:

I (We) request that this policy will be cancelled on _____ at 12:01 A.M. at my (our) postal address shown on the Policy Cover Page.

Month/Day/Year

I (We) agree that this policy will not cover me (us) for loss or damage happening on or after that date and time.
The reason for cancellation is:

- | | |
|---|--|
| <input type="checkbox"/> Sold/Moved/Out of Business | <input type="checkbox"/> Self Insured/Plates Only/Not Required |
| <input type="checkbox"/> Rewritten with this Company | <input type="checkbox"/> Total Loss |
| <input type="checkbox"/> Rewritten with another Insurer | <input type="checkbox"/> Other (Explain): _____ |
| <input type="checkbox"/> Deceased | |

Signature of Policyholder _____