

Her Majesty the Queen in Right of the Province of British Columbia (the "Province") has agreed to grant this Indemnity on the terms and conditions hereinafter set forth to _____ (the "Appointee") who has been appointed to _____ (the "Entity").

(NAME OF ENTITY)

1. Notwithstanding the actual date of execution and delivery of this Indemnity, the term of this Indemnity will be conclusively deemed to commence on the day upon which the appointment first became effective and will end on the effective date of termination of the appointment, provided however, this Indemnity will remain in full force and effect in respect of all acts or omissions covered hereunder occurring during the term.
2. Subject to sections 3, 4, and 6 of this Indemnity, the Province will indemnify and save harmless the Appointee from and against any and all claims, liabilities, losses, damages, costs, charges and expenses which the Appointee may sustain, incur or be liable for in carrying out the duties as Appointee to the Entity.
3. The Province will not be obligated to indemnify or save harmless the Appointee from and against any claim, liability, loss, damage, cost, charge, or expense arising out of any act, error or omission of the Appointee that results from the Appointee failing to act honestly or in good faith or in the best interests of the Entity, or that arises out of any act, error or omission outside the course of the Appointee's duties, or for any fine or penalty imposed on the Appointee by law, or arising out of a dishonest, fraudulent, criminal or malicious act.
4. The Province will not be obligated to indemnify or save harmless the Appointee in respect of any liability against which the Appointee is entitled to be indemnified pursuant to any valid and collectible policy of insurance. Where a partial indemnity is provided by such insurance, the obligation of the Province will be limited to that portion of the liability for which an indemnity is not provided by such policy, subject to the conditions of this Indemnity.
5. In the event the Province indemnifies the Appointee in accordance with this Indemnity, the Province will be subrogated to all rights of the Appointee.
6. Upon the Appointee becoming aware of any pending or threatened claim, action, suit or proceeding by which the Province could become liable under this Indemnity, written notice will be given by or on behalf of the Appointee to the Province as soon as is practicable.
7. Subject to section 6 of this Indemnity, the Province will defend, at its expense, any suit, action or proceeding, against the Appointee that, if successful, would result in a liability contemplated by section 2 (except in respect of criminal proceedings or any liability for which the Appointee is entitled to be indemnified pursuant to any valid and collectible policy of insurance).
8. Any notice, statement, other document or payment that either party may be required or may desire to give or deliver to the other will be conclusively deemed validly given or delivered to and received by the addressee, if delivered personally, on the date of such personal delivery or, if mailed, on the fifth business day after the mailing of the same in British Columbia by prepaid post addressed, or if sent by fax, on the day of transmission, if to the Province at:

PO Box 9405 Stn Prov Govt
Victoria BC V8W 9V1

Fax Number: 250 356-6222
Attention: Executive Director
Risk Management Branch
Ministry of Finance

and, if to the Appointee, at the address or fax number as shown on this Indemnity, or at such changed address/fax number as the parties will have duly notified one another.

9. This Indemnity will be construed in accordance with and be governed by the laws of the Province of British Columbia.

This indemnity is given on behalf of the Province by a duly authorized representative of _____, (LIEUTENANT GOVERNOR IN COUNCIL OR MINISTER)

the form of which has been approved by the Executive Director, Risk Management Branch, Ministry of Finance.

X _____ X _____
(WITNESS SIGNATURE) (AUTHORIZED REPRESENTATIVE OF THE PROVINCE SIGNATURE)

The Appointee, _____, of _____
(PRINT NAME OF APPOINTEE) (ADDRESS OF APPOINTEE AND FAX NUMBER, IF ANY)

hereby agrees to the terms of this Indemnity.

The Appointee represents and warrants to the Province that, to the best of the Appointee's knowledge, there are no actions, suits or proceedings pending or threatened that could lead to a claim, liability, loss, damage, cost, charge or expense described in section 2 of this Indemnity except:
(INSERT "NONE" OR DESCRIPTION)

Dated this _____ day of _____, 20_____.

X _____ X _____
(WITNESS SIGNATURE) PRINT NAME AND ADDRESS (APPOINTEE SIGNATURE)

THIS INDEMNITY CONTAINS CLAUSES THAT LIMIT COVERAGE AND REQUIRE CERTAIN PERFORMANCE BY THE APPOINTEE