

THIS AGREEMENT made, in triplicate, the day of , 1995.

B E T W E E N:

B & G CONCESSIONS
(Beth & Glen Wurfel)
(Hereinafter called the "Lessee")

of the FIRST PART

- and -

THE CORPORATION OF THE TOWN OF PELHAM
(Hereinafter called the "Town")

of the SECOND PART

WHEREAS the Lessee has applied for and has been granted the right to operate the Food Concession located at the Pelham Arena;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of these premises, the Lessee covenants and agrees with the Town as follows:

1. The Lessee is hereby given the right during the term of this Agreement to operate the Food and Beverage Concession at the Pelham Arena and is to procure all necessary licences to authorize the operation of such a Concession.
2. The Lessee agrees:
 - (a) to deposit with the Town Clerk a certified copy of an insurance policy (\$2,000,000.00) for bodily injury, and property damage including products liability and in addition, the Town is indemnified and saved harmless against all claims, actions, causes of action, demands, costs and expenses which arise either directly or indirectly by reason of the operation of the described Concession and the Lessee agrees to keep the said Policy in force during the term of this Agreement.
 - (b) to submit to the Town twelve post dated cheques in the amount of \$1,350.00, plus G.S.T.. Payable on the first day of each month for the period from October 1st, 1995 to September 1st, 1996.
 - (c) to submit payment to the Town on the tenth (10) day following the end of each calendar month 2% of the gross revenue received from the Food and Beverage Concession (including vending machines). The Lessee will also furnish the Town with a complete revenue statement showing a listing of gross revenues received for the previous calendar month.
 - (d) to grant to the Town to have the right, on reasonable notice, to audit the Lessee's books.

- (e) to submit to the Town's Facilities Manager, a list of hours during which the Concession will be open. These hours will be agreeable to both parties and posted at the Concession.
 - (f) not to put up or exhibit or permit or allow to be put up or exhibited in or on the Concession any sign, notice board, painting, design or advertisement without the consent, in writing, of the Facilities Manager of the Town first having been obtained.
 - (g) at their own expense to keep and maintain the Concession in a clean, sanitary, attractive condition that is satisfactory to the Facilities Manager and the Niagara Regional Health Unit.
 - (h) to regularly dispose of all garbage, waste material and rubbish accumulating in connection with the exercise of the Concession.
 - (i) the Lessee is aware there are four Special Events during the year that the concession is not opened for, unless requested. (1) Pelham Art Festival, (2) Pelham Hospital Auxiliary Antique Show, (3) Dog Show, and (4) Kinsmen Dance. The Town of Pelham will have the right to require that the concession not be opened when the Arena Floor is booked by a non-profit organization, if requested by the Organization.
3. The Town agrees:
- a) that the lessee may utilize the following Town owned equipment:
 - 7.5 cu. ft. chest freezer
 - 16 cu. ft. refrigerator
 - 2 basket deep fryer
 - 3 pot coffee maker
 - hot dog maker
 - microwave oven
 - b) that the lessee may utilize the following equipment but must abide by the terms and conditions set out in the lease agreements signed by the Town:
 - Pepsi vending machine (Pepsi Canada)
 - Hot Chocolate machine (Kanes Vending)
 - c) to be responsible for the maintenance and repair of the said equipment.
4. In the event of the failure of the Lessee to comply with any of the terms of this Agreement, this Agreement may be terminated by the Town on the giving of ten (10) days written notice.
5. Subject to Section 4 hereof, this Agreement takes effect September 1, 1995 and terminates August 31, 1996. All equipment and supplies of the Lessee must be removed from the Concession building by September 1, 1996.

IN WITNESS WHEREOF the Parties hereto have duly executed this agreement.

SIGNED, SEALED AND DELIVERED

in the presence of

B & G CONCESSIONS

Sheryl Missette

WITNESS

Glen Wurfel

Glen Wurfel

Sheryl Missette

WITNESS

Beth Wurfel

Beth Wurfel

THE CORPORATION OF THE
TOWN OF PELHAM

J. J. Brown

MAYOR

Mary Hackett

CLERK



Economical
Mutual Insurance Company
(HEREINAFTER CALLED THE INSURER)

Business Insurance Policy

POLICY NO. 004698384

Replacing number 4680812

NAME OF INSURED

BETH WURFEL

POSTAL ADDRESS OF INSURED

BOX 1496
FONTHILL, ONT L0S 1E0

BROKER / AGENT 05324

GOWAN, THOMS & ASSOCIATES
FONTHILL, ONTARIO L0S 1E0
(905) 892-5749

Countersigned by
Authorized Representative

INSURANCE PERIOD

FROM

TO

12:01 A.M. Standard Time at
the Postal Address of the
Named Insured as stated herein

01 09 95
Day Mo. Year

01 09 96
Day Mo. Year

TOTAL PREMIUM FOR THIS

RENEWAL

\$ 550

In return for the payment of the premium the Policy Number indicated is renewed for Insurance period stated. The wordings attached replace existing Riders. Please contact your Broker if you require an explanation of coverage.

LOCATION 1120 HAIST STREET
FONTHILL, ONT L0S 1E0
Occupancy - SNACK BAR
Construction - FRAME

Loss, if any, payable to insured

COVERAGES:

A COMMERCIAL STOCK BROAD FORM

| FORM | CO-INS | DEDUCTIBLE | LIMIT | RATE | PREMIUM |
|------|--------|------------|-------|------|---------|
|------|--------|------------|-------|------|---------|

| | | | | | |
|------|------|-----|-------|--|--------|
| 2182 | 90 % | 250 | 5,000 | | \$ 150 |
|------|------|-----|-------|--|--------|

B COMMERCIAL GENERAL LIABILITY
SNACK BAR

| | | | | | |
|------|--|-----|-----------|--|--------|
| 2294 | | 250 | 2,000,000 | | \$ 400 |
|------|--|-----|-----------|--|--------|

AGGREGATE 2,000,000

C PERSONAL INJURY LIABILITY

| | | | | | |
|------|--|--|-----------|--|----------|
| 2294 | | | 2,000,000 | | Included |
|------|--|--|-----------|--|----------|

D MEDICAL PAYMENTS
ANY ONE PERSON

| | | | | | |
|------|--|--|--------|--|----------|
| 2294 | | | 25,000 | | Included |
|------|--|--|--------|--|----------|

E TENANTS LEGAL LIABILITY
ANY ONE LOCATION

| | | | | | |
|------|--|--|---------|--|----------|
| 2294 | | | 100,000 | | Included |
|------|--|--|---------|--|----------|

Total Renewal Premium \$ 550

HABYS 04 08 95

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

IMPORTANT

The notice below applies to insurance contracts containing non automobile legal liability coverages in provinces where statistical data relating to such contracts must be reported to the Superintendent of Insurance.

NOTICE TO INSURED

(Province Of Ontario Only)

pursuant to the

Freedom Of Information And
Protection Of Privacy Act, 1987

LEGAL AUTHORITY FOR COLLECTION:

Insurance Act, R.S.O. 1980, c. 218, as amended, section 80(1).

PRINCIPAL PURPOSE FOR WHICH PERSONAL INFORMATION IS INTENDED TO BE USED

Information collected by Insurers from Insureds or supplied to Insurers pertaining to the attached document will be used:

- to compile aggregate statistical data to be used in monitoring trends in the insurance industry;
- to develop statistical exhibits to be used in monitoring the insurance industry;
- to respond to requests for customized statistical information on the insurance industry;
- to respond to inquiries on statistical information made to Office of the Superintendent of Insurance; and
- to use and disclose such information for purposes which are consistent with the previous clauses.

THE PUBLIC OFFICIAL WHO CAN ANSWER QUESTIONS ABOUT THE COLLECTION IS:

Manager
Commercial Liability Statistical Plan
Ontario Insurance Commission
5160 Yonge Street, 15th Floor
North York, Ontario
M2N 6L9

Telephone: (416) 250-6750

FAX: (416) 590-7073

NOTICE TO INSURED

(Province Of Ontario Only)

pursuant to the

Consumer Reporting Act, 1990

Consumer and previous insurer reports containing personal, credit, factual, investigative or previous claim and loss information about the insured may be sought in connection with this policy of insurance or a renewal, extension or variation thereof.

12. **Provision for Insurer to Repair or Replace**
Applicable to all Crime Riders only:
The Insurer may elect to repair any damaged property or replace any lost or damaged property with other of like quality and value or pay for the same in money.
13. **Recoveries**
Applicable to all Crime Forms only:
If the Insured shall sustain any loss covered by this policy which exceeds the applicable amount of insurance hereunder the Insured shall be entitled to all recoveries (except from suretyship, insurance, reinsurance, security or indemnity taken by or for the benefit of the Insurer) by whomsoever made, on account of such loss under this Policy until fully reimbursed, less the actual cost of effecting the same; and any remainder shall be applied to the reimbursement of the Insurer.
14. **Currency**
Unless specifically stated otherwise, all amounts and limits are stated in Canadian currency.
15. **Notice to Insured**
Notice to the first Named Insured shall constitute notice to all Named Insureds, for purposes of any condition of this Policy. Notices to any other party of interest shall be only as agreed in writing.
16. **Duplication of Insurance Coverage**
The amount payable under this Policy, even though the loss would be covered under more than one form attached, will not exceed the actual amount of loss nor the highest single limit payable under the various forms which would apply to the loss.

ADDITIONAL CONDITIONS

Notice to Authorities

1. Where the loss is due to malicious acts, burglary, robbery, theft, or attempt thereof, or is suspected to be so due, the Insured shall give immediate notice thereof to the police or other authorities having jurisdiction.

No Benefit to Bailee

2. It is warranted by the Insured that this insurance shall in no wise enure directly or indirectly to the benefit of any carrier or other bailee.

Pair and Set

3. In the case of loss of or damage to any article or articles, whether scheduled or unscheduled, which are a part of a set, the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the set, but in no event shall such loss or damage be construed to mean total loss of set.

Parts

4. In the case of loss of or damage to any part of the insured property whether scheduled or unscheduled, consisting, when complete for use, of several parts, the Insurer is not liable for more than the insured value of the part lost or damaged, including the cost of installation.

Sue and Labour

5. It is the duty of the Insured in the event that any property insured hereunder is lost to take all reasonable steps in and about the recovery of such property. The Insurer shall contribute pro rata towards any reasonable and proper expenses in connection with the foregoing according to the respective interests of the parties.

Basis of Settlement

6. Unless otherwise provided, the Insurer is not liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality.

Subrogation

7. The Insurer, upon making any payment or assuming liability therefor under this Form, shall be subrogated to all rights of recovery of the Insured against others and may bring action to enforce such rights. Notwithstanding the foregoing, all rights of subrogation are hereby waived against any corporation, firm, individual or other interest with respect to which insurance is provided by this Policy. Where the net amount recovered, after deducting the costs of recovery, is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount shall be divided between the Insurer and the Insured in the proportion in which the loss or damage has been borne by them respectively. Any release from liability entered into by the Insured prior to loss shall not affect the right of the Insured to recover.

Statutory Conditions 1-3-4-5 and 15 (and 6 and 14 as amended) shall apply as Policy Conditions to all Liability Forms; Statutory Conditions and Additional Conditions shall apply as Policy Conditions to all other coverages except as these conditions may be modified or supplemented by the Form(s), Rider(s), or Endorsement(s) attached.

DEDUCTIBLE

(Not Applicable to Commercial General Liability Form)

The Insurer is liable for the amount by which the loss or damage caused by any of the perils insured against exceeds the amount of the deductible specified on the "Declarations Page" in any one occurrence.

Should one occurrence give rise to the application of more than one deductible, only the largest individual deductible amount shall apply.

GENERAL EXCLUSIONS

These General Exclusions apply to all perils insured by this policy except as modified or supplemented by Form(s), Rider(s), or Endorsement(s) attached.

This Policy does not cover:

- (a) loss or damage caused directly or indirectly by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power;
- (b) loss or damage caused directly or indirectly by any nuclear incident as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, or any law amendatory thereof, nuclear explosion or contamination by radioactive material;

COMMERCIAL BUILDING, EQUIPMENT AND STOCK BROAD FORM

WORDS AND PHRASES IN QUOTATION HAVE SPECIAL MEANING AS DEFINED IN CLAUSE 19

1. Indemnity Agreement

In the event that any of the property insured be lost or damaged by the perils insured against the Insurer will indemnify the Insured against the direct loss so caused to an amount not exceeding whichever is the least of:

- (a) the actual cash value of the property at the time of loss or damage;
- (b) the interest of the Insured in the property;
- (c) the amount of insurance specified on the "Declarations Page" in respect of the property lost or damaged.

Provided, however, that where the insurance applies to the property of more than one person or interest, the Insurer's total liability for loss sustained by all such persons and interests shall be limited in the aggregate to the amount or amounts of insurance specified on the "Declarations Page".

2. Property Insured

A. This Form insures the following property but only those items for which an amount of insurance is specified on the "Declarations Page".

"BUILDING"

"EQUIPMENT"

"STOCK"

"CONTENTS OF EVERY DESCRIPTION"

"PROPERTY OF EVERY DESCRIPTION"

The insurance in this Clause 2.A. applies only while at the location(s) specified on the "Declarations Page".

B. The form also insures "Equipment" and "Stock" but only those items for which an amount of insurance is specified on the "Declarations Page":

"TEMPORARY LOCATIONS": "Equipment" and "stock" other than at a specified location except while in transit, but there shall be no liability under this item at any location owned, rented or controlled in whole or in part by the Insured.

"NEWLY ACQUIRED LOCATION": "Equipment" and "stock" at any acquired location that is owned rented or controlled by the Insured in whole or in part or in or on vehicles within 100 metres of such location. This limit of insurance attaches at the time of the acquisition and extends for a period of 30 days or to the date of endorsement of this Form adding such location whichever first occurs.

"PARCEL POST": "Equipment" and "stock" in any one package in course of transit by parcel post.

"OTHER TRANSIT": "Equipment" and "stock", in transit other than by parcel post.

"SALES REPRESENTATIVE": "Equipment" and "stock", whether in transit or otherwise, in the custody of a sales representative of the Insured.

The insurance in this Clause 2.B. applies only while the described property is within Canada and the continental United States of America (excluding Alaska).

3. Deductible

The Insurer is liable for the amount by which the loss or damage caused by any of the perils insured against exceeds the amount of the deductible specified on the "Declarations Page" in any one occurrence.

Should one occurrence give rise to the application of more than one deductible, only the largest individual deductible amount shall apply.

4. Co-insurance

This clause applies separately to each item for which a co-insurance percentage is specified on the "Declarations Page" in any one occurrence and only where the total loss exceeds the lesser of 2% of the applicable amount of insurance or \$5,000.

The Insured shall maintain insurance concurrent with this Form on the property insured to the extent of at least the amount produced by multiplying the actual cash value of the property by the co-insurance percentage specified on the "Declarations Page" and failing so to do, shall only be entitled to recover that portion of any loss that the amount of insurance in force at the time of loss bears to the amount of insurance required to be maintained by this clause.

5. Perils Insured

This Form, except as herein provided, insures against all risks of direct physical loss or damage to the property insured.

6. Exclusions:

A. PROPERTY EXCLUDED

This Form does not insure loss of or damage to:

- (a) sewers, drains or watermains located beyond the outside bearing walls or foundations of the property insured, outside communication towers, antennae (including satellite receivers) and equipment attached thereto, streetclocks, exterior signs, exterior glass or vitrolite and lettering or ornamentation thereon, but this exclusion does not apply to loss or damage caused directly by "Named Perils";
- (b) property at locations which to the knowledge of the Insured, are vacant, unoccupied or shut down for more than thirty (30) consecutive days;
- (c) electrical devices, appliances or wiring caused by artificially generated electrical currents, including arcing, unless fire or explosion as described in Cause 19(i) ensues and then only for such ensuing loss or damage;
- (d) growing plants, trees, shrubs or flowers, all while in the open except as provided in the Extensions of Coverage Clause 7(e);
- (e) animals, fish or birds, but this exclusion does not apply to loss or damage caused directly by "Named Perils";
- (f) money, bullion, platinum and other precious metals and alloys, securities, stamps, tickets and tokens, evidence of debt or title;
- (g) automobiles, watercraft, amphibious or air cushion vehicles, aircraft, spacecraft, trailers, motors or other accessories attached to or mounted on such property, but this exclusion shall not apply to watercraft, amphibious or air cushion vehicles held for sale, unlicensed automobiles or unlicensed trailers used in the business of the Insured when on the premises of the Insured;

- but this exclusion does not apply to loss or damage resulting from the explosion of manually portable gas cylinders or of tanks having an internal diameter of 610 millimeters (24 inches) or less used for the heating and storage of hot water for domestic use;
- (d) moving or rotating machinery or parts thereof;
- (e) any vessels and apparatus and pipes connected therewith while undergoing pressure test but this exclusion does not apply to other property insured hereunder that has been damaged by such explosion;
- (f) gas turbines;

(iii) settling, expansion, contraction, moving, shifting or cracking unless concurrently and directly caused by a peril not otherwise excluded in Clause 6.B. hereof;

(m) approximately or remotely, arising in consequence of or contributed to by the enforcement of any by-law, regulation, ordinance or law regulating zoning or the demolition, repair or construction of buildings or structures, which by-law, regulation, ordinance or law makes it impossible to repair or reinstate the property as it was immediately prior to the loss.

NOR DOES THIS FORM INSURE:

- (n) wear and tear, gradual deterioration, latent defect, inherent vice, or the cost of making good faulty or improper material, faulty or improper workmanship, faulty or improper design, provided, however, to the extent otherwise insured and not otherwise excluded under this Form, resultant damage to the property is insured;
- (o) mysterious disappearance or shortage of "equipment" or "stock" disclosed on taking inventory;
- (p) loss or damage sustained to "equipment" or "stock" while actually being worked upon and directly resulting therefrom or caused by any repairing, adjusting or servicing of "equipment" or "stock", unless fire or explosion as described in Clause 19(i) ensues and then only for ensuing loss or damage;
- (q) disturbance or erasure of electronic recordings by electric or magnetic injury except by lightning;

6. C. POLLUTION EXCLUSION

- (a) This form does not insure against direct or indirect loss, damage, cost or expense, arising out of the clean-up, removal, containment, treatment, detoxification, decontamination, stabilization, neutralization, or remediation resulting from any actual, alleged, potential, or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release, or escape of pollutants, but this exclusion does not apply to physical loss or damage to the property insured caused directly by "Named Perils", rupture of pipes or breakage of apparatus not excluded under paragraph m. of clause 6.A hereof, theft or attempt thereat or accident to transporting conveyance. Damage to pipes caused by freezing is insured provided such pipes are not excluded in paragraph m. of Clause 6.A hereof;
- (b) Further this form does not insure against direct or indirect loss, damage, cost or expense, for any testing, monitoring, evaluating or assessing of an actual, alleged, potential, or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of pollutants.

7. EXTENSIONS OF COVERAGE

The following extensions of coverage shall not increase the amounts of insurance applying under this Form and are subject to all conditions of this Form.

(a) **Removal:** If any of the insured property is necessarily removed from the location(s) specified herein to prevent loss or damage or further loss or damage thereto, that part of the insurance under this Form that exceeds the amount of the Insurer's liability for any loss already incurred shall, for 7 days only, or for the unexpired term of the Policy if less than 7 days, insure the property removed and any property remaining in the location(s) specified herein in the proportions which the value of the property in each of the respective location(s) bears to the value of the property in them all.

(b) **Debris Removal:** The Insurer will indemnify the insured for expenses incurred in the removal from the Insured's "premises" of debris of the property insured, occasioned by loss or damage to such property for which loss or damage insurance is afforded under this Form.

The Insurer will indemnify the Insured for expenses incurred in the removal of debris or other property which is not insured by this Form but which has been blown by windstorm upon the location specified on the "Declarations".

This extension, however, does not insure against direct or indirect loss, damage, cost or expense, arising out of the clean-up, removal, containment, treatment, detoxification, decontamination, stabilization, neutralization, or remediation resulting from any actual, alleged, potential, or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release, or escape of "pollutants".

Further, this extension does not insure against direct or indirect loss, damage, cost or expense, for any testing, monitoring, evaluating or assessing of an actual, alleged, potential, or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release, or escape of "pollutants".

(c) **Personal Property of Officers and Employees:** At the option of the Insured, "equipment" also includes personal property of officers and employees of the Insured. The insurance on such property;

- (i) shall not attach if it is insured by the owner unless the Insured is obliged to insure it or is liable for its loss or damage;
- (ii) is, in any event, limited to a maximum recovery of \$250 in respect of any one officer or employee.
- (iii) shall apply only to loss or damage occurring at a location specifically described on the "Declarations Page" or included in "Newly Acquired Location".

(d) **"Building" Damage by Theft:** This Form is extended to insure damage (except by fire) to that part of a "building" occupied by the Insured directly resulting from theft or any attempt thereat and from vandalism or "malicious acts" committed on the same occasion, provided the Insured is the owner of such "building" or is liable for such damage and the "building" is not otherwise insured hereunder. This extension of cover shall be limited to a maximum recovery of twenty-five hundred dollars (\$2,500.) in respect of any one loss. Glass and lettering or ornamentation thereon is excluded from this extension.

(e) **Growing Plants, Trees, Shrubs or Flowers in the Open:** This Form is extended to cover loss or damage to growing plants, trees, shrubs or flowers in the open caused directly by "Named Perils" (with the exception of windstorm or hail as described in Clause 19(i)) or from theft or attempt thereat. This extension of coverage shall be limited to a maximum recovery of five hundred dollars (\$500.) for each growing plant, tree, shrub or flower in the open including debris removal expense.

8. Permission

Permission is hereby granted:

- (a) for other insurance concurrent with this Form;
- (b) to make additions, alterations or repairs;

or from originals of the previous generation of the media, but no liability is assumed hereunder for the cost of gathering or assembling information or data for such reproduction.

Whichever of the above is applicable shall be the basis to be adopted for the purpose of applying Co-Insurance.

17. Property of Others

At the option of the Insurer, any loss may be paid to the Insured or adjusted with and paid to the customer or the owner of the property.

18. Locked Vehicle Warranty

This clause does not apply to property which is under the control of a common carrier.

Warranted by the Insured that any vehicle in which the property insured is carried is equipped with a fully enclosed metal body or compartment, and the Insurer shall be liable in case of loss by theft from an unattended vehicle only as a direct result of forcible entry (of which there shall be visible evidence) into such body or compartment the doors and windows of which shall have been securely locked.

19. Definitions

Wherever used in this Form:

(a) **"Declaration Page"** means the Declarations Page applicable to this Form.

(b) **"Building"** means:

the building(s) described on the "Declarations Page" and includes:

- (i) fixed structures pertaining to the building(s) and located on the "premises";
- (ii) additions and extensions communicating and in contact with the building(s);
- (iii) permanent fittings and fixtures attached to and forming part of the building(s);
- (iv) materials, equipment and supplies on the "premises" for maintenance of, and normal repairs and minor alterations to the "building" or for building services;
- (v) growing plants, trees, shrubs or flowers inside the "building" used for decorative purposes when the Insured is the owner of the "building".

(c) **"Equipment"** means:

- (i) generally all contents usual to the Insured's business including furniture, furnishings, fittings, fixtures, machinery, tools, utensils and appliances other than "building" or "stock" as herein defined;
- (ii) similar property belonging to others which the Insured is under obligation to keep insured or for which he is legally liable;
- (iii) tenant's improvements which are defined as building improvements, alterations and betterments made at the expense of the Insured to a "building" occupied by the Insured and which are not otherwise insured, provided the Insured is not the owner of such "building". If the Insured purchased the use interest in tenant's improvements made by a predecessor tenant, this Form applies as though such tenant's improvements had been made at the expense of the Insured.

(d) **"Stock"** means:

- (i) merchandise of every description usual to the Insured's business;
- (ii) packing, wrapping and advertising materials; and
- (iii) similar property belonging to others which the Insured is under obligation to keep insured or for which he is legally liable.

(e) **"Contents Of Every Description"** means: Equipment and Stock as defined above.

(f) **"Property Of Every Description"** means: Building(s), Equipment and Stock as defined above.

(g) **"Premises"** means the entire area within the property lines and areas under adjoining sidewalks and driveways at the locations described on the "Declarations Page" and in or on vehicles within 100 metres (328 feet) of such locations.

(h) **"Fire Protective Equipment"** includes tanks, watermains, hydrants, valves and any other equipment whether used solely for fire protection or jointly for fire protection and for other purposes, but does not include:

- (i) branch piping from a joint system where such branches are used entirely for purposes other than fire protection;
- (ii) any watermains or appurtenances located outside of the described "premises" and forming a part of the public water distribution system;
- (iii) any pond or reservoir in which the water is impounded by a dam.

(i) **"Pollutants"** means any solid, liquid, gaseous or thermal irritant, or contaminants including odour, vapour, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

(j) **"Named Perils"**

A) FIRE OR LIGHTNING

B) EXPLOSION: Except with respect to explosion of natural, coal or manufactured gas, there shall in no event be any liability hereunder for loss or damage caused by explosion, rupture or bursting in or of the following property owned, operated or controlled by the insured:

- (i)
 - (a) the portions containing steam or water under steam pressure of all boilers generating steam, and piping or other equipment connected to said boilers and containing steam or water under steam pressure;
 - (b) piping and apparatus or parts thereof normally containing steam or water under steam pressure from an external source and while under such pressure;
 - (c) the combustion chambers or fire boxes of steam generating boilers of the chemical recovery type and the flues or passages which conduct the gases of combustion therefrom;
 - (d) smelt dissolving tanks;
- (ii) other vessels and apparatus, and pipes connected therewith, while under pressure, or while in use or in operation, provided their maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure except that liability is specifically assumed for loss or damage resulting from the explosion of manually portable gas cylinders;
- (iii) moving or rotating machinery or parts of same when such loss or damage is caused by centrifugal force or mechanical breakdown;