

**COVENANT AND INDEMNITY AGREEMENT
LOST, DESTROYED OR STOLEN CHEQUE**

To: Okanagan College

From: _____ (“Payee”)

The Payee hereby covenants and represents to Okanagan College that:

1. Cheque number _____ dated the ____ day of _____ 202_, drawn and issued by **Okanagan College** and payable to the Payee (the “**Cheque**”) in the amount of _____ (\$) has been lost, destroyed or stolen;
2. The undersigned is the Payee of the Cheque or an authorized signatory of the Payee;
3. The Payee has not cashed or negotiated the Cheque for payment; and
4. The Payee has not assigned or endorsed the Cheque to a third party.

The Payee requests that **Okanagan College** relies on the foregoing and issues to the Payee a replacement or duplicate cheque in place of the Cheque.

The Payee hereby covenants and agrees that in the event the Cheque is found or otherwise comes into its possession or control, it shall immediately deliver the Cheque to **Okanagan College**. For clarity, the Payee shall not cash, negotiate, assign or endorse the Cheque or take any benefit whatsoever from the Cheque.

The Payee covenants and agrees it shall fully indemnify and hold harmless **Okanagan College** for any loss, damage, payment or expense which may be incurred by **Okanagan College** as a result of:

- a) any of the foregoing covenants and representations of the Payee are or become untrue or any of the covenants and agreements of the Payee herein are breached; or
- b) the Cheque is presented to **Okanagan College’s** bank so as to entitle or obligate such bank to debit **Okanagan College** therefor; or
- c) if **Okanagan College** is legally called upon to pay the Cheque.

Dated at _____ this ____ day of _____ 202_.

Signed and witnessed by

X _____
Witness

X(sign) _____
Payee