

APPENDIX B: Acceptable Letters of Credit Form

[Financial Institution Letterhead]

IRREVOCABLE STANDBY LETTER OF CREDIT

Date of issue: []
Expiry date: []
Letter of Credit #: []

Beneficiary:
City of Vancouver
453 West 12th Avenue
Vancouver, B.C. V5Y 1V4
Canada

Applicant:
[Exact legal name of applicant]
[Exact address of applicant]

Attention: Treasury Office

“Amount”: CAD [Insert exact amount in figures]
([Insert Dollars in text] Dollars in Canadian Funds)

“Reference”: [Insert description, address (if applicable), and type of work (if applicable)]

Business Unit Name: [City of Vancouver business unit]
Contact Person: [City of Vancouver contact person’s Title]

By order and on behalf of the Applicant, [Insert financial institution legal name] (“we”, “us”, or the “Bank”), hereby issue in favour of the City of Vancouver (“you” or the “Beneficiary”) this Irrevocable Standby Letter of Credit (referred to herein as “Letter of Credit”) in the Amount of CAD [Insert exact amount in figures] ([Insert Dollars in text]) as security for the above mentioned Reference, available by payment by Beneficiary’s Draft(s) at sight drawn on us accompanied by the original of this Letter of Credit and all amendments hereto (if any) and a written demand as described in paragraph 2 herein to be presented at the Bank, at the following addresses: [Insert financial institution Vancouver address] or [Insert financial institution other address].

This Letter of Credit is issued in accordance with the following terms and conditions:

1. Partial and multiple drawings are permitted up to the full amount of this Letter of Credit.
2. This Letter of Credit may be drawn upon by the Beneficiary at any time and from time to time up to and including the current or any future expiry date, and the Bank shall pay forthwith to the Beneficiary the amount stated in the demand to be payable upon presentation by the Beneficiary of a written demand (such written demand, a “Demand”) together the original of this Letter of Credit and all amendments (if any), whether the Applicant agrees or objects.
3. The Bank will not inquire as to whether or not you have a right to draw or make demand under this Letter of Credit and the Bank will pay to the Beneficiary the amount stated in the Demand whether or not the Applicant agrees that the amount stated in the Demand is due and payable by the Applicant to the Beneficiary and without recognizing any claim of the Applicant or objection by it to payment by us to the Beneficiary. Total demand of payment is not to exceed the total amount of this Letter of Credit.
4. We engage with you that any demand drawn in conformity with the terms of this Letter of Credit will be duly honoured on presentation. We acknowledge and agree that this Letter of Credit is clean, irrevocable, unconditional and without limitations.
5. The amount of this Letter of Credit may be reduced automatically from time to time only by the amount drawn upon by you or by formal notice in writing duly signed by the Beneficiary in Beneficiary’s letterhead received by us from you that you desire such reduction, indicating the amount to be reduced and the new amount of the Letter of Credit after such reduction.

6. It is a condition of this Letter of Credit that it shall be deemed to be automatically extended without amendment for additional terms of one (1) year each from the present or any future expiration date hereof, unless at least sixty (60) days prior to any such expiration date, we notify you in writing by registered mail or courier that we elect not to consider this Letter of Credit to be extended for any such additional period. Upon receipt of such notice, you may immediately draw by means of your written demand on or before the then expiration date up to the then available amount of the Letter of Credit stating that you are drawing under this Letter of Credit because we have elected not to extend it.
7. This Letter of Credit may also be cancelled prior to any expiry date, upon our receipt at the above noted address of the original of this Letter of Credit and all Amendments (if any) accompanied by Beneficiary's signed letter in its letterhead addressed to us requesting cancellation of the Letter of Credit.
8. Except so far as otherwise expressly stated, this Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600. This Letter of Credit shall be governed by and construed in accordance with the laws of the Province of British Columbia and the applicable laws of Canada. The parties attorn to the courts of the Province of British Columbia in respect of all matters arising from and related to this Letter of Credit.

[Name of financial institution]

[Name of authorized signor]
[Title]

[Name of authorized signor]
[Title]