



Waterfront Development

The Cable Wharf
1751 Lower Water Street
Halifax, Nova Scotia
B3J 1S5

Phone: 902.422.6591
Fax: 902.422.7582
Email: info@wdcl.ca
Web: www.my-waterfront.ca

REQUEST FOR PROPOSAL (RFP)

WDVEND15-3

Halifax Waterfront Business Opportunity

Administrative Contact: Carolyn Gilbert
Phone: 902-422-6591
Email: carolyn.gilbert@wdcl.ca

Technical Contact: Adam Langley
Phone: 902-422-5115 ext. 112
Email: adam.langley@wdcl.ca

Address: 1751 Lower Water Street, 2nd Floor
Halifax, Nova Scotia B3J 1S5

Site Visit: December 3, 2015 at 11:00am AST (Optional)

Closing Date: December 11, 2015

Closing Time: 3:00pm AST

Respondents are requested to submit 5 copies of each proposal.

Faxed submissions will not be considered.
Emailed submissions will not be considered.

If conflicting information occurs between this page and the remainder of the document, this page is to be considered correct.

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Appendix A: The Site

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1.0 BRAND NARATIVE

The Halifax Waterfront is among the most-visited destinations in Nova Scotia. The backbone of the Halifax Waterfront is the Halifax Harbourwalk, which provides important public access to the water's edge and is a platform for Nova Scotia businesses to cluster and thrive. It's a place of seaside walks, community gatherings and is home to many of our region's highest profile events and festivals.

1.1 RFP OBJECTIVE

Waterfront Development Corporation Limited ("Waterfront Development") is inviting proposals from parties interested in entering into a three (3) year license agreement to operate a business on the Halifax Waterfront at the Summit Amphitheatre.

The specific objectives of Waterfront Development, as they relate to vendor selection, are to:

- Provide a quality food and beverage operation that enhances the experience of the waterfront for visitors and locals;
- Maximize continuous public access to the water's edge;
- Complement other permanent and seasonal commercial operations on the waterfront;
- Generate economic activity by creating sources of employment and income;
- Encourage the production and sale of Nova Scotia and/or Atlantic Canadian products;
- Partner with businesses that are economically and environmentally sustainable;
- Provide financial return to Waterfront Development for reinvestment into the development and management of activities and public infrastructure.

Respondents to this RFP acknowledge that Waterfront Development is a Provincial Crown Corporation and subject to the provisions of the Provincial Finance Act.

1.2 WATERFRONT DEVELOPMENT

Waterfront Development is a Nova Scotia Provincial Crown Corporation developing the strategic potential of waterfronts in Bedford, Dartmouth, Halifax and Lunenburg. It's our job to foster the creation of waterfronts that drive economic opportunity, enhance tourism, provide experiences, and reflect and protect our marine heritage.

Waterfront Development harnesses the potential of our waterfronts by developing ideas, infrastructure, and experiences that stimulate business investment and community pride.

Waterfront Development works with a variety of public and private sector entities to develop Harbour lands for the benefit of the citizens of the Province. Its developments are structured on a cost recovery basis and revenues generated through operations are reinvested in public infrastructure and programs. We are committed to showcasing our partners and our province in a space that is clean, green and safe. We aim to be a leader in public space management.

More details on Waterfront Development's mandate and programs can be found at www.my-waterfront.ca.

1.3 PROJECT DESCRIPTION

The Summit Amphitheatre is a multi-level timber deck patio situated at the corner of the Summit Seawall and Foundation Place Seawall, overlooking Halifax Harbour. Waterfront Development is interested in activating this outdoor patio as a commercial food and beverage destination.

1.4 PROJECT SCHEDULE

Below is the approximate **schedule** that is expected to be followed for this RFP. However, this may be subject to change and is therefore presented primarily for guidance:

- | | |
|------------------------------|---------------------------------|
| • RFP Issued | November 24, 2015 |
| • Site Visit (Optional) | December 3, 2015 at 11:00am AST |
| • RFP Closed | December 11, 2015 3:00pm AST |
| • Select Preferred Proponent | December 18, 2015 |
| • Finalize License Agreement | January 15, 2016 |

1.5 RFP CONTACTS

Questions about this RFP should be directed to the individuals listed below, or their designate(s). **Information that is obtained from any other source is not official and may be inaccurate.**

Administrative Contact:
Carolyn Gilbert
Waterfront Development
1751 Lower Water Street
Halifax, NS B3J 1S5
Phone: 902-422-6591
Email: carolyn.gilbert@wdcl.ca

Technical Contact:
Adam Langley
Waterfront Development
1751 Lower Water Street
Halifax, NS B3J 1S5
Phone: 902-422-5115 ext.112
Email: adam.langley@wdcl.ca

1.5.1 Asking Questions

The Proponent is responsible for obtaining any needed clarification of the RFP requirements while the RFP is open. Questions must be directed in writing (email is preferred) to the Administrative Contact identified. Questions will be received until December 9, 2015.

Questions and responses that are deemed to materially affect the RFP requirements, project scope, timelines, or to be of interest to all prospective Proponents will, at Waterfront Development's discretion, be made available to all Proponents. If necessary, communication of questions and responses will be issued as Addenda while the RFP is open and made available to all registered Proponents. <http://www.gov.ns.ca/tenders>

2.0 ADMINISTRATIVE AND LEGAL REQUIREMENTS

2.1 BUSINESS REGISTRATION

NS law requires all businesses operating within the Province of Nova Scotia to register with the NS 'Registry of Joint Stock Companies' (RJSC) with some exceptions for New Brunswick (NB) businesses who are registered with the NB 'Corporate Affairs Registry' (CAR). Fees are payable when first registering and also annually to keep the registration active. Also, businesses that undergo name changes, mergers or acquisitions will need to update their business registration accordingly.

The status of a proponent's business registration does not preclude the submission of a proposal in response to any tender. A proposal can be accepted for evaluation while a tender is open, regardless of (i) whether the company is registered, or (ii) whether its business registration is in good standing (i.e.: status is 'active'). However, a problem can arise at the time of award if either of these conditions is not met.

Waterfront Development must prepare the Contract for a successful proponent using the same name as that reflected in its RJSC or CAR business registration. But the award cannot be made (i) if the company is not registered with RJSC or CAR or (ii) if its business registration is not in good standing (i.e.: any status other than 'active').

Therefore, to facilitate the preparation of an award if your proposal is successful, please address **one** of the following as part of your proposal:

1. Include in your proposal a hardcopy of your full business registration profile as published on the RJSC or CAR Web sites. This should be the complete profile, showing all registration details, including (i) the company's legal name as appropriate for using in a potential contract, (ii) the business registration number, (iii) the current status of registration at the time of your proposal submission and (iv) the most recent registration renewal date.

If your registration is not in good standing (status of 'active'), describe your plan to correct this should your firm be selected for a contract emerging from this RFP.

OR

2. Alternately, if your company is currently not registered in NS or NB, describe your plan to become registered in either of these jurisdictions should your firm be selected for a contract emerging from this RFP.

Further details on NS business registration are available from Service Nova Scotia and Municipal Relations, online at: novascotia.ca/sns/access/business/registry-joint-stock-companies.asp

If located outside the above jurisdictions, the proponent should be prepared for Waterfront Development to request evidence of equivalent registration in the proponent's own jurisdiction, as part of the evaluation. If the proponent is unable to provide it, this may adversely impact any potential award.

If the proponent is an individual whose proposal is submitted under his/her personal name, as shown on his/her NSRFP Form and in his/her proposal, business registration is not required. In this case only, the proponent can disregard the requirements in this section if desired, or optionally include the following text in his/her proposal for this section:

"This proposal is submitted under the proponent's personal name. Therefore, a business registration profile is not included."

2.2 CONTRACT

The successful proponent will enter into a License Agreement that will constitute the legal agreement between the Licensee and Waterfront Development. The contract will incorporate the content of this RFP and the successful proposal and any other relevant terms and is attached as Appendix "B".

2.2.1 General Terms and Limitations of the License Opportunity

2.2.1.1 Site

The site available for License is outlined and described in Appendix "A".

The site includes access to a single phase, two-pole 60-amp electrical service and potable water service. All tenant improvements, including electrical wiring, grey water hookup, and any other features required, will be the responsibility of the Licensee.

2.2.1.2 Term

The License Agreement is for a three (3) year term, subject to early termination due to development of site or adjacent site, and/or non-compliance with License terms.

The License is absolutely net to Waterfront Development for the portions of the site under License. Maintenance, utilities, taxes, insurance, etc. shall be to the account of the Licensee.

2.2.1.3 Operating Season and Hours

The minimum operating season is May 15 – October 15. Consistent business hours must be maintained and be of sufficient duration to provide convenient service to the public.

2.2.1.4 Rent

The site requires a base rent, regardless of sales achieved, which is to be proposed by proponents. In addition to base rent, proponents will submit a proposed percentage rent, which together with the base rent will comprise the total rent.

Base rent will be paid monthly, in advance, on or before the 1st day of each month during the operating season. Licensees will be required to submit a monthly sales report, in format provided by Waterfront Development. Percentage rent will be paid no later than the 15th of the subsequent month to that month in which the sales were recorded and will be accompanied by the sales report for the previous month. Interest will be applied to any overdue accounts.

Licensee operations will be audited regularly to ensure reporting integrity.

2.2.1.5 Interruption / Early Termination

Should the site contemplated by this RFP be required for redevelopment within the three (3) year term, Waterfront Development will endeavor to provide an alternative site on Waterfront Development property. Such alternative site may not be equivalent in pedestrian traffic or marketability. Should a suitable alternative site not be located, Waterfront Development reserves the right to terminate the License, without penalty, at its sole discretion.

The Licensee's business may be interrupted as a result of special events. Furthermore, during special events, additional Licensees, with competing products, may be permitted to operate nearby the licensed area for the duration of the event. Waterfront Development will endeavor to limit vendors who directly compete with those products/services offered by the Licensee in close proximity to the Licensee's location, but is not required to do so.

2.2.1.6 Parking

Respondents should be aware that no dedicated parking shall be available under the License and that during the term of the License current grade level parking in the area may be significantly reduced as adjacent lands are developed.

2.2.1.7 Waterfront Merchants' Marketing Fund

Licensees will be required to contribute to a Waterfront Merchants' Marketing Fund administered by Waterfront Development. All direct tenants of Waterfront Development will contribute 0.5% of gross revenues derived from the property under License. These monies will be matched by Waterfront Development and used for general promotion of the Halifax Waterfront.

2.2.1.8 Signage and Design Elements

The successful proponent's proposed signage, design and all other elements of the structure, must conform with Waterfront Development's Signage Policy and are subject to Waterfront Development approval.

2.2.1.9 Waste Management & Services

The Licensee will be responsible for complying with Waterfront Development waste management and servicing policy and protocols, which will be provided.

2.2.1.10 Permits

The Licensee will be responsible for obtaining any and all federal, provincial and municipal licenses and permits required for the proposed operation and comply with all health and safety

regulations.

2.2.1.11 Improvements

At the expiry or early termination of the License, the Licensee will be responsible to remove all tenant-owned improvements and return the premises to the state of repair as it was at the commencement of the License.

2.2.1.12 Assignment

The Licensee cannot assign the License, in whole or in part, without the prior written consent of Waterfront Development.

2.2.1.13 Insurance

The Licensee shall throughout the Term obtain and maintain commercial general liability insurance satisfactory to Waterfront Development covering bodily injury, sickness or disease, or death of any person, property damage, personal injury and legal liability arising from the use and occupancy of the Site and shall provide a certificate of liability to Waterfront Development upon execution of the License Agreement. The Licensee shall add Waterfront Development as an additional insured. The minimum limits of coverage shall be not less than \$5,000,000 in respect of each occurrence or accident.

2.2.2 Draft Contract

The draft License Agreement is provided in Appendix B. This draft contract is provided for reference only. The terms of the License Agreement to be signed with the successful Proponent are subject to change at Waterfront Development's sole discretion.

2.3 OTHER IMPORTANT PROVISIONS

2.3.1 Proponent Registration

Proponents who have obtained the RFP documents through Waterfront Development office will be registered to receive all communication regarding the RFP via email. Proponents are responsible for ensuring they are registered with Waterfront Development.

2.3.2 Site Visit

A site visit will take place **Thursday, December 3 at 11:00am** at the Site (located on the Foundation Place boardwalk adjacent to the Foundation Place parking lot (1549 Lower Water Street, Halifax, NS). Please note no additional guided site tours will be held. Attendance is optional.

2.3.3 Addenda and Addenda Acknowledgement

Proponents are responsible to ensure that they are aware of and have complied with any addenda issued.

Responding to this RFP may require the acknowledgement of a specific addendum or multiple addenda as part of the submission. Acknowledgement requirements, whether optional or mandatory, will be defined in the addendum. The proponent must monitor for any addenda that may be issued during the full open period of the RFP. Addenda are available at the Procurement

Services Web site (www.gov.ns.ca/tenders) and will be communicated to all Proponents by email.

2.3.4 Constraints

Waterfront Development is required to comply with the Province of Nova Scotia '*Personal Information International Disclosure Protection Act*' (PIIDPA; S.N.S. 2006, c.3). The Act creates obligations for the Province of Nova Scotia and its service providers when personal information is collected, used or disclosed. Requirements include limiting storage, access and disclosure of personal information to Canada, except as necessary or otherwise required by law. Provisions related to PIIDPA are included in contract. Information about the Act is available online at:

<http://nslegislature.ca/legc/statutes/persinfo.htm>

Waterfront Development reserves the right to accept or reject any or all submissions or to negotiate with any or all Proponents. **All proposals will remain confidential subject to the Freedom of Information and Protection of Privacy Act.**

All proposals become the property of Waterfront Development.

2.3.5 Conflict of Interest

Waterfront Development reserves the right to disqualify any Proponent that in Waterfront Development's sole opinion has an actual or potential conflict of interest or an unfair advantage, whether existing now or is likely to arise in the future, or may permit the Proponent to continue and impose such terms and conditions, as Waterfront Development in its sole discretion may require.

Proponents are required to disclose, to the RFP Contacts, any potential or perceived conflict of interest issues prior to RFP closing date and time.

3.0 PROPOSAL FORMAT

3.1 STRUCTURE OF PROPOSAL DOCUMENT

The proposal document should be comprised of the sections below, presented in the order listed:

- ☐ **Title page** – This should clearly identify the proponent's name, postal address, telephone number, and email address; as well as the project title as shown on page 1 of this specifications document and RFP WDVEND15-3
- ☐ **Table of Contents**
- ☐ **Submission Package** – As outlined within section 3.2, Submission Package
- ☐ **Technical Proposal** – As outlined within section 4.0, Response Requirements

3.2 SUBMISSION PACKAGE

A complete bid package is comprised of the elements below, presented in the order listed:

3.2.1 Administrative Elements

The following items should be placed on top of your bid, in the order listed:

- ☐ **One (1) Letter of Introduction** – This should identify the Proponent and be signed by a responsible signing officer for the Proponent in order to bind the Proponent to the statements made in the proposal.

The letter should include full legal name of the proponent, form of the organization, corporate structure and ownerships and a description of closely related/associated companies and their relationship to the proponent.

- ☐ **One (1) Original Proposal Document** – The title page should be marked “ORIGINAL” at the top. The Original should be left unbound.

- ☐ **One (1) Business Registration Profile** – For NS and NB proponents, the business registration profile from the NS RJSC or NB CAR Web sites should be included.

3.2.2 Evaluation Elements

- ☐ **Five (5) copies of the Proposal Document** – The title pages for the Copies should be prepared in the same way as the title page for the Original, except that these should be marked with the text “COPY” at the top.

- ☐ **One (1) Electronic Copy** – Prepare an electronic copy of your proposal as a Portable Document Format (PDF) file, and include this in your submission. The file name should include an abbreviated form of the Proponent’s name and contain the RFP title and number. Electronic copy must be on a virus-free media that is labelled with the Proponent’s name and RFP number.

3.2.3 Labeling

Ensure the submission package label includes the following information:

- ☐ Proponent’s name, address and telephone number
- ☐ RFP Contact
- ☐ RFP Number & Title (RFP WDVEND15-3)

3.2.4 Official Record of Submission

The Original and Copies should be identical (excluding any obvious differences in labelling, as noted). If discrepancies between these items are discovered during the evaluation or during the life of any contract that emerges from this RFP, the Original retained by Waterfront Development shall be taken as the correct version and the proponent will be advised accordingly.

4.0 RESPONSE REQUIREMENTS

This section describes the **technical** and **pricing** responses to be included in the proposal.

4.1 TECHNICAL PROPOSAL: 60% of Total Score

The Technical Proposal consists of the three components outlined below.

4.1.1 Proposed Use / Concept - 40% of Total Score

4.1.1.1 Provide a description of the proposed operation, including proposed hours of operation. In the event your proposed operation includes the requirement for additional space outside of the kiosk footprint, please outline that requirement in your description of the proposed operation.

4.1.1.2 Provide a description of the product/service proposed, including illustrations and/or photos where possible.

4.1.1.3 Describe the degree to which your proposal will address each of the following Waterfront Development objectives:

- Provide quality vending attractions that enhance the experience of the waterfront for visitors and locals;
- Maximize continuous public access to the water's edge;
- Complement other permanent and seasonal commercial operations on the waterfront;
- Generate economic activity by creating sources of employment and income;
- Encourage the production and sale of Nova Scotia and/or Atlantic Canadian products;
- Partner with businesses that are economically and environmentally sustainable;

4.1.2 Expertise, Experience & References - 20% of Total Score

4.1.2.1 Provide a description and history of the type of operations with which the business is currently involved and has been involved in the past that demonstrate experience operating a similar operation to that being proposed.

4.1.2.2 Describe your organization's operational capacity and capability to proceed with proposed operation if selected.

4.1.2.3 Describe the expertise and experience of the proposed management team that is relevant to the proposed operation.

4.1.2.4 Provide at least two (2) signed references from individuals or companies familiar with the Proponent's business experience. At least one of these signed references must be a previous landlord and include the following information:

1. Landlord's name.
2. Date of lease commencement.
3. Date of lease termination (if applicable).
4. Nature of your operation on the property.
5. Reason for termination of the lease, if applicable.

6. The nature and resolution of any legal disputes with the landlord, if applicable.
7. The amount and duration of and reason for any rent arrears that may have accumulated during the period of the lease, if applicable.

4.2 FINANCIAL PROPOSAL: 40% of Total Score

4.2.1 Financial Capacity - 10% of Total Score

4.2.1.1 Describe your financial capacity to carry out the business proposed, if selected.

4.2.1.2 Describe your requirements for and sources of financing for the proposed business operation and, if applicable, include statements of intent from lending institution for any required project financing.

4.2.1.3 Describe any support from related corporate entities that will contribute to the proposed operation including linkages, responsibilities and guarantees that may be provided by those entities.

4.2.2 Rent Proposal – 30% of Total Score

4.2.2.1 Provide pro-forma statements of monthly income and expenses for the first year of operations. In support of the revenue forecast, provide assumptions regarding

- a. any unique market positioning, and
- b. marketing and advertising budgets

as well as

- c. historical evidence supporting the forecast.

4.2.2.2 Provide the total rent proposed for the facility. The total rent must include both the proposed base rent and the proposed percentage rent.

Your financial proposal will be evaluated based on the total *expected revenue* to Waterfront Development over the three (3) year term.

The *expected revenue* will be determined by multiplying the proposed forecast revenue by a probability factor to be established by the evaluation committee based on the assumptions and evidence you provide in support of that forecast.

The formula for scoring the rent proposal out of a possible 30 points is as follows:

(Value of rent proposed/Highest value rent proposal received) x 30

Note that an additional 0.5% of sales will be allocated to the Waterfront Merchants' Marketing and Promotion Fund administered by Waterfront Development. These monies will be matched by the Corporation and used for general promotion of the Halifax Waterfront.

5.0 PROPOSAL EVALUATION

5.1 GENERAL INFORMATION

An Evaluation Team will be established to evaluate the responses to this RFP. It is understood and accepted by the Proponent that all decisions about the degree to which a proposal meets the requirements of this RFP are the judgement of this Evaluation Team.

To assist in the evaluation of the Responses, the Evaluation Team may, but is not required to:

- Conduct reference checks relevant to the proposal with any or all of the references cited in a response to verify any and all information regarding a proponent and rely on and consider any relevant information from such cited references in the evaluation of responses.
- Conduct any background investigations that it considers necessary in the course of the evaluation process and consider any relevant information resulting in the evaluation of Responses;
- Will only seek clarification from a proponent if the requested information is ambiguous or missing and if such clarification does not offer the proponent the opportunity to improve the competitive position of its response. To the extent possible, requests made by the Evaluation Team will be sent from the email addresses of the RFP Contacts.

The proposal will be examined in accordance with the evaluation process and criteria outlined in the sections below. Waterfront Development reserves the right to accept any proposal, refuse all proposals, and to negotiate modifications in proposals at its sole discretion.

5.2 EVALUATION PROCESS

Based on a review of the submissions, Waterfront Development intends to select a preferred proponent with whom to negotiate the license agreement. Waterfront Development will define a fixed period of time to negotiate a license agreement. If agreement is not reached within this period, negotiations will be terminated in writing and Waterfront Development may elect to negotiate with other respondents in the order of their evaluation scores.

5.3 EVALUATION CRITERIA

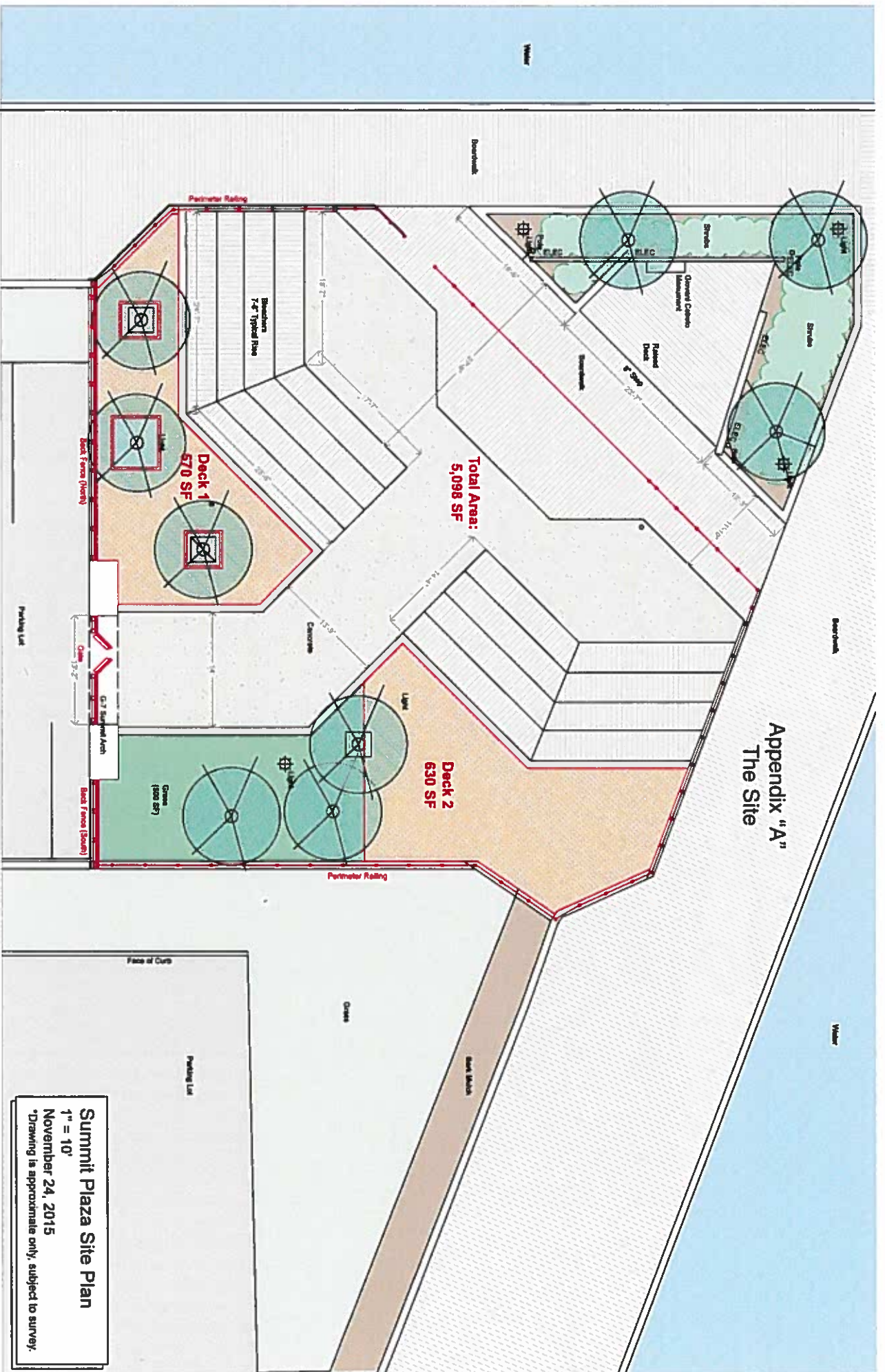
Criterion	Weight %	Reference Page Number
PROPOSED USE/CONCEPT	40%	
EXPERTISE, EXPERIENCE & REFERENCES	20%	
FINANCIAL - CAPACITY	10%	
FINANCIAL – RENT PROPOSAL	30%	

Maximum Score Possible

100%

Appendix A: The Site

Appendix B: License Agreement



Appendix "A" The Site

Summit Plaza Site Plan
1" = 10'
November 24, 2015
Drawing is approximate only, subject to survey.

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Appendix "B" License Agreement

VENDOR SPACE LICENSE AGREEMENT effective _____.

BETWEEN:

WATERFRONT DEVELOPMENT CORPORATION LIMITED
a body corporate, with an office in Halifax, Province of Nova Scotia
("Waterfront Development")

ON THE FIRST PART

- and -

("the Licensee")

ON THE SECOND PART

WHEREAS Waterfront Development owns a portion of the Property known as the Halifax Waterfront, located at Halifax, which is more particularly described in Schedule "A" (the "Property").

AND WHEREAS Waterfront Development has agreed to authorize the Licensee to use that portion of the Property outlined in red on the plan annexed hereto as Schedule "B" (the "Site") for the purpose as outlined in Article 1 below, and subject to terms and conditions contained in this License Agreement and the Standard Terms and Conditions attached hereto as Appendix "A".

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1 LICENSE

1.1 Waterfront Development hereby grants to the Licensee, subject to the terms and conditions of this License Agreement, a license to use the Site for purposes of operating a _____ and for no other use or purpose.

1.2 The Licensee acknowledges and agrees that Waterfront Development is licensing use of the Site on an "as is" basis without representation or warranty of any nature or kind whatsoever in connection therewith.

2 CONTRACT DOCUMENTS

2.1 The following documents are incorporated by reference and form part of this Agreement:
1. Appendix "A" (Standard Terms and Conditions); 2. Schedule "A" (the Property), and Schedule "B" (the Site).

3 LICENSE FEE

3.1 The Licensee shall pay to Waterfront Development a monthly base license fee of _____ plus applicable taxes, to be paid in advance commencing _____, and on the 1st day of each month thereafter, during the Term hereof. In addition to the base license fee, the Licensee shall pay an additional percentage license fee equal to ___% of gross sales, plus

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Appendix "B"

License Agreement

applicable taxes, on the 15th day of the subsequent month to that month in which sales were recorded, commencing on the 15th day of June, 2016, and continuing on the 15th day of each subsequent month up to and including November 15th in each year of the Term. The License Fee shall be paid to Waterfront Development or such other place as Waterfront Development may designate from time to time without deduction, set-off or abatement.

3.2 The licensee agrees that Waterfront Development has the right to review the Licensee's financial statements to verify gross sales, and for such purpose the Licensee shall provide access and shall reasonably cooperate with Waterfront Development.

4 TERM

4.1 The Term of this License Agreement shall commence May 1st, 2016, and expire October 31st, 2018.

4.2 Operating Season: The Licensee shall commence operations at the Site no later than May 15th, with the option to open earlier at Waterfront Development's sole discretion, and shall remain in operation through October 16th each year of the operating season, with the option to stay open at Waterfront Development's sole discretion.

4.3 Hours of Operation: The Licensee agrees to maintain consistent business hours sufficient in daily duration to provide convenient service to visitors to the waterfront. Waterfront Development may set minimum hours of operation.

5 NOTICES

5.1 Any notice required or permitted to be given under this License Agreement shall be in writing and shall be deemed to have been given to the party notified if delivered, sent by registered mail, postage prepaid or by facsimile addressed to the party at the addresses stated below:

Waterfront Development Corporation Limited Licensee

1751 Lower Water Street
Halifax, NS B3J 1S5
Attention: Director of Operations
Telephone: (902) 422-5115 ext. 112
Fax: (902) 422-7582

Attention:
Telephone:
Email:

5.2 For day to day inquiries and those related to property management, the contact person for Waterfront Development shall be the Property Coordinator (902) 422-5115 ext.118 or such person otherwise designated in writing by Waterfront Development. For marketing and communications inquiries, the contact person for Waterfront Development shall be the Marketing and Communications Manager (902) 422-5115 ext. 111 or such person otherwise designated in writing by Waterfront Development.

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Appendix "B" License Agreement

6. APPLICATION OF STANDARD TERMS AND CONDITIONS

6.1 This Contract is subject to the Standard Terms and Conditions attached hereto as Appendix "A" to this License Agreement.

IN WITNESS WHEREOF the parties hereto have caused this License Agreement to be executed by its duly authorized officers in that behalf the day of year first above written.

**SIGNED, SEALED AND
DELIVERED**

in the presence of:

Witness

Witness

) **WATERFRONT DEVELOPMENT CORPORATION**
) **LIMITED**

) Per: _____

) Per: _____

) **LICENSEE**

) Per: _____

) Per: _____

Appendix "A"

Vendor Space License Agreement

Standard Terms and Conditions

1. WHOLE AGREEMENT

1.1 These Standard Terms and Conditions, together with the License Agreement and schedules, shall constitute the whole agreement ("Agreement") between the Parties and no representation or statement not expressly contained herein shall be binding upon either Party.

2. TERMINATION

2.1 Waterfront Development may terminate this License Agreement:

- (a) on 24 hours prior written notice to the Licensee if in the sole and absolute discretion of Waterfront Development the use of the Site by the Licensee may adversely interfere with that of any other permitted Licensee, potential Licensee, or potential purchaser of the Property; or
- (b) without notice if the Licensee is in breach of any provision of this License Agreement ceases to use the Site or commits any act of bankruptcy or seeks the protection of any legislation against creditors or any creditor takes possession of any of its assets.

2.2 On termination of this License Agreement, the Licensee shall immediately vacate the Site, remove all Property of the Licensee and improvements to the Site as and when requested by Waterfront Development, and leave the Site clean of all garbage and debris and in the same condition as at the commencement of this License Agreement, normal wear and tear excepted to the extent only that such normal wear and tear is not inconsistent with the proper maintenance and repair of the Site by the Licensee as herein required.

2.3 Should the site contemplated by this RFP be required for redevelopment within the three (3) year term, Waterfront Development will endeavor to provide an alternative site on Waterfront Development property. Such alternative site may not be equivalent in pedestrian traffic or marketability. Should a suitable alternative site not be located, Waterfront Development reserves the right to terminate the License, without penalty, at its sole discretion.

The Licensee's business may be interrupted as a result of special events. Furthermore, during special events, additional Licensees, with competing products, may be permitted to operate in the vicinity of the licensed area for the duration of the event. Waterfront Development will endeavor to limit vendors who directly compete with those products/services offered by the Licensee in close proximity to the Licensee's location, but is not required to do so.

3. IMPROVEMENTS

3.1 The Licensee shall not nor shall it permit the making or erecting of any installations, alterations, additions or improvements on or to the Site without the prior written approval of Waterfront Development of the specific plans or specifications respecting such installations, alterations, additions or improvements. In addition, no signs, billboards,

notice or other advertising material of any kind shall be placed on any part of the Site, or any other part of the Property or on any building or structure, or on any fence or tree on the Site or any other part of the Property without the prior written approval of Waterfront Development.

4. MAINTENANCE AND REPAIRS

4.1 The Licensee shall, at its own expense throughout the Term, repair, maintain and keep the Site and all improvements, appurtenances and equipment therein and thereon in good repair and conditions, as a prudent owner would do.

5. LEGAL REQUIREMENTS

5.1 The Licensee hereby represents and warrants to Waterfront Development that it has satisfied and will continue to satisfy all legal requirements respecting its use of the Site, that its use of the Site will not contravene or permit others to contravene any statutes, regulations, by-laws, or orders of any duly constituted authority, and that it will otherwise comply with, and ensure its agents, employees and invitees comply with any and all such statutes, regulations, by-laws or orders.

6. INSURANCE

6.1 The Licensee shall throughout the Term obtain and maintain commercial general liability insurance satisfactory to Waterfront Development covering bodily injury, sickness or disease, or death of any person, Property damage, personal injury and legal liability arising from the use and occupancy of the Site and shall provide a certificate of liability to Waterfront Development upon request. The licensee shall add Waterfront Development as an additional insured. The minimum limits of coverage shall be not less than \$5,000,000 in respect of each occurrence or accident.

7. ASSIGNMENT

7.1 Neither this License Agreement nor the authorization herein granted may be assigned by the Licensee to any other person without the prior written consent of Waterfront Development, which consent shall be at the sole and absolute discretion of Waterfront Development.

8. ACCESS BY WATERFRONT DEVELOPMENT

8.1 Waterfront Development shall be entitled at all reasonable times and on reasonable notice, which need not be in writing, to enter the Site for such purposes as it may consider necessary and shall not be liable to the Licensee for any disruption to the Licensee's use of the Site caused thereby.

9. WATERFRONT DEVELOPMENT RESPONSIBILITIES

9.1 Waterfront Development shall be responsible:

- (a) for all taxes, duties or charges relating to the Site which are not attributable to the Licensee's use of occupancy of the Site; and
- (b) to insure any structures located on the Site, other than those constructed by the Licensee.

10. INDEMNITY

10.1 The Licensee will indemnify Waterfront Development and its agents and employees ("Waterfront Development Group") and save Waterfront Development Group harmless from all claims, actions, suits, damages, liabilities, costs and expenses in connection with the use of the Site or the Property by the Licensee including, without limiting the generality of the foregoing, claims, actions, suits, damages, liabilities and expenses arising from or in relation to loss of life, personal injury or damage to Property occurring in, upon or at the Property, or arising from the occupancy or use by the Licensee of the Property or any part thereof, or occasioned wholly or in part by any willful or negligent act or omission of the Licensee, its agents, contractors, employees or servants, which indemnification shall survive the expiration or other termination of this License Agreement.

11. RULES AND REGULATIONS

11.1 The Licensee agrees to comply with such reasonable rules or regulations as may be established by Waterfront Development from time to time and delivered to the Licensee in writing.

11.2 Marketing/Advertising: The Licensee shall not engage in any time of marketing, advertising or promotion on Waterfront Development property outside of their assigned location without the express written consent of Waterfront Development.

11.3. Parking: The Licensee acknowledges that there is no free parking on the Property/Location or in any Waterfront Development parking lot including the meter parking lot.

11.4 Waterfront Merchants' Marketing Fund: The Licensee is required to participate in the Waterfront Merchants' Marketing Fund. The contribution from each Licensee to the program will be 0.5% of gross sales to be paid on the 15th day of each month during the Term hereof. The total contribution from all vendors will be matched by Waterfront Development.

11.5 Special Events: During Special Events Waterfront Development reserves the right to restrict or limit promotion of Licensee's supplier's goods and products which are direct or indirect competitors to the sponsors of the event.

11.6 Signage: All signage must comply with Waterfront Development Signage Program and is subject to Waterfront Development approval.

11.7 Cleanliness/Waste Management: The Licensee undertakes that no garbage, effluent or other contaminant or pollutant whatsoever shall be discharged, discarded or permitted to escape as a result of the operation of its business. The Licensee agrees to keep the Property/Location and surrounding area neat and clean, and to comply with Waterfront Development waste management protocols which will be defined.

11.9 The Licensee further agrees to set aside an area, within the Property/Location allocated to it, for garbage storage, and separation and to provide for removal of garbage and recyclables on a regular basis.

11.10 Hazardous Material: The Licensee agrees not to bring on to the property any material, substance, equipment or object which is likely to endanger the life of or cause bodily injury to any person or property or which is likely to constitute a hazard.

11.11 Security: The Licensee agrees that it is the Licensee's responsibility to contact local law enforcement authority and to ensure sufficient security for its property.

11.12 Interruption / Relocation: Waterfront Development reserves the right, at its sole discretion, to relocate the Licensee's vending location to another area of Waterfront Development's property at any time during the Term and during the renewal term hereunder. If during any such relocation the Licensee's business may be interrupted, the license fee meanwhile shall be adapted proportionately to the portion of the time that the Licensee's business is interrupted. The Licensee hereby acknowledges and agrees that Waterfront Development may during the Term of this License relocate the business premises of the Licensee, without abatement of rent.

12. UTILITIES

12.1 The Licensee shall be responsible to pay all utilities associated with its use of the Site.

13. GENERAL PROVISIONS

13.1 Time shall be of the essence of this License Agreement.

13.2 This License Agreement may only be amended in writing signed by Waterfront Development and the Licensee.

13.3 This License Agreement shall be governed by the laws of the Province of Nova Scotia and shall enure to the benefit of and bind the respective successors and permitted assigns of the parties hereto.

13.4 The headings used in this Agreement are inserted for reference purposes only, and shall not affect the meaning or construction of any provision.

13.5 If any term or provision of this Agreement is found to be unenforceable or illegal, the rest of the Agreement remains in full force and effect, except that the offending term or provision is deemed to be removed from the Agreement.