

**VENDOR SPACE LICENSE AGREEMENT** effective the [REDACTED] day of **MONTH**, 2021

**BETWEEN:**

**DEVELOP NOVA SCOTIA**

a body corporate, with an office in Halifax, Province of Nova Scotia  
("Develop Nova Scotia")

**ON THE FIRST PART**

- and -

**LICENSEE NAME**

("the Licensee")

**ON THE SECOND PART**

**WHEREAS** Develop Nova Scotia 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** Develop Nova Scotia 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 Develop Nova Scotia 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 vendor market chalet and for no other use or purpose.

1.2 The Licensee acknowledges and agrees that Develop Nova Scotia 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. Schedule "C" – Sales Report Template; 4. Schedule "D" – Chalet Schematics.

**3 LICENSE FEE**

3.1 The Licensee shall pay to Develop Nova Scotia a Base License Fee of \$          , 00.00 plus applicable taxes, to be paid in advance commencing on the 1<sup>st</sup> day of November, 2021. The Licensee shall be refunded by Develop Nova Scotia \$  0.00 plus applicable taxes for each operational day during the Term that the Licensee operates (the "License Fee Refund").

3.2 Gross Sales reports shall be provided to Develop Nova Scotia on the Tuesday

immediately following the week in which the Gross Sales were recorded. Develop Nova Scotia's sales reporting template, attached herein as Schedule "C" – Sales Report Template, must be used for reporting of Gross Sales each week.

"Gross Sales" means the sum of the actual selling price of all goods and services sold, whether wholesale or retail, and whether for cash credit, exchange or any other form of consideration, the charges for all services rendered, and the receipts and receivables from all other business conducted on or from the Site by the Licensee, any concessionaire, or other person conducting business or from the Site.

3.3 The Licensee agrees that Develop Nova Scotia 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 Develop Nova Scotia.

#### **4 TERM**

4.1 The Term of this License Agreement shall commence [REDACTED], 2021, and expire [REDACTED], 2021.

4.2 Operating Days: The Licensee shall commence operations at the Site no later than [REDACTED], 2020 shall remain in operation on all Operating Days during the Term hereof. "Operating Days" are every Wednesday, Thursday, Friday, Saturday and Sunday during the Term hereof.

4.3 Hours of Operation: The Licensee agrees to be open for business during the defined Festival Market Hours, though Develop Nova Scotia reserves the right to close the Site or restrict Licensee access to the site at its sole discretion, during which Site closures the Licensee shall not be penalized for not being open for business.

"Festival Market Hours":

- Wednesdays & Thursdays: 4pm – 9pm;
- Friday & Saturday: Noon – 9pm;
- Sunday: Noon – 6pm.

#### **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:

##### **Develop Nova Scotia**

Suite 301-1875 Upper Water Street  
Halifax, NS B3J 1S9  
Attention: John MacKenzie, Property Manager  
Telephone: (902) 717-1168  
Email: john.mackenzie@developns.ca

##### **Licensee Name**

Address  
Address  
Attention:  
Telephone:  
Email:

5.2 For day to day inquiries and those related to property management, the contact person for Develop Nova Scotia shall be the Property Manager (902) 717-1168 or such person otherwise designated in writing by Develop Nova Scotia.



# 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 Develop Nova Scotia may terminate this License Agreement:

- (a) on 24 hours prior written notice to the Licensee if in the sole and absolute discretion of Develop Nova Scotia the use of the Site by the Licensee may adversely interfere with that of any other permitted Licensee or potential Licensee;
- (b) on 24 hours prior written notice to the Licensee if in the sole and absolute discretion of Develop Nova Scotia the use of the Site by the Licensee may adversely interfere with that of any developer or potential purchaser of the Property;
- (c) without notice if the Licensee is in breach of any provision of this License Agreement, commits any act of bankruptcy, 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 Develop Nova Scotia, 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 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.

### 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 Develop Nova Scotia 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 Develop Nova Scotia.

### 4. MAINTENANCE AND REPAIRS

4.1 The Licensee shall keep the Site and all improvements, appurtenances and equipment therein and thereon in good repair and condition, as a prudent owner would do.

### 5. LEGAL REQUIREMENTS

5.1 The Licensee hereby represents and warrants to Develop Nova Scotia 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.

5.2 The Licensee represents and warrants that it will continue to comply with current COVID-19 Nova Scotia Public Health Guidelines, and in particular, comply with the Order of the Chief Medical Officer of Nova Scotia under the Health Protection Act ("Health Protection Act Order"). Failure on the part of the Licensee to comply with the Nova Scotia Public Health Guidelines and the Health Protection Act Order will be considered a breach of this Agreement.

### 6. INSURANCE

6.1 The Licensee shall throughout the Term obtain and maintain commercial general liability insurance satisfactory to Develop Nova Scotia 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 Develop Nova Scotia upon request. The licenseee shall add Develop Nova Scotia as an additional insured. The minimum limits of coverage shall be not less than \$2,000,000 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 Develop Nova Scotia, which consent shall be at the sole and absolute discretion of Develop Nova Scotia.

### 8. ACCESS BY DEVELOP NOVA SCOTIA

8.1 Develop Nova Scotia 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. DEVELOP NOVA SCOTIA RESPONSIBILITIES

9.1 Develop Nova Scotia shall be responsible:

- (a) for all taxes, duties or charges relating to the Site which are not attributable to the Licensee's use of or 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 Develop Nova Scotia and its agents and employees ("Develop Nova Scotia Group") and save Develop Nova Scotia 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 Develop Nova Scotia from time to time and delivered to the Licensee in writing.

11.2 Marketing/Advertising: The Licensee shall not engage in any type of marketing, advertising or promotion on Develop Nova Scotia property outside of their Site without the express written consent of Develop Nova Scotia.

11.3. Parking: The Licensee acknowledges that there is no free parking on the Property/Site or in any Develop Nova Scotia parking lot.

11.4 Evergreen Merchants' Marketing Fund: The Licensee is required to participate in the Evergreen Merchants' Marketing Fund. The contribution from each Licensee to the program will be 0.5% of gross sales to be paid on the 15<sup>th</sup> day of each month during the Term hereof.

11.5 Removed intentionally by Develop Nova Scotia.

11.6 Signage: All signage must comply with Develop Nova Scotia Signage Program and is subject to Develop Nova Scotia 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/Site and surrounding area neat and clean.

11.8 The Licensee further agrees to set aside an area, within the Property/Site allocated to it, for garbage storage, and separation and to provide for removal of garbage and recyclables on a regular basis using Develop Nova Scotia's separation services.

11.9 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.

11.10 Removed intentionally by Develop Nova Scotia.

11.11 Interruption / Relocation: Develop Nova Scotia reserves the right, at its sole discretion, to relocate the Licensee's vending location to another area of Develop Nova Scotia's property at any time during the Term and during the renewal term hereunder. The Licensee hereby acknowledges and agrees that Develop Nova Scotia may during the Term of this License relocate the business premises of the Licensee, without any reduction to the License Fee. Notwithstanding the foregoing, if such relocation requires the Licensee's business to be closed during the moving process, the Base License Fee shall be reduced proportionately based on the number of days the Licensee's business is closed to the total number of business days for the Licensee in the Term.

## 12. UTILITIES

12.1 Removed intentionally by Develop Nova Scotia.

## 13. GENERAL PROVISIONS

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

13.2 This License Agreement may only be amended by instrument in writing signed by Develop Nova Scotia 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.

13.6 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

13.7 Develop Nova Scotia will supply the Licensee with a 2ft x 2ft sign that includes the Licensee's logo and business name. The Licensee may add their own shelving and product displays, and are encouraged to add other décor to the interior of the chalets to reflect their brand and offering. Anything affixed to the interior of exterior of the chalets must be done without penetrating the walls or framing of the chalet, and instead must be done using products such as 3M Command Strips, or similar. The cost of any repairs to the chalet that are due to penetration or other damage caused by the Licensee through the use of nails, screws, thumb tacks, or similar, shall be the sole financial responsibility of the Licensee.