

DRAFT LICENSE AGREEMENT

VENDOR SPACE LICENSE AGREEMENT effective _____.

BETWEEN:

DEVELOP NOVA SCOTIA

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

ON THE FIRST PART

- and -

[LICENSEE NAME]

("the Licensee")

ON THE SECOND PART

WHEREAS Develop NS owns the Property known as the Halifax waterfront, located at Halifax, which is more particularly described in Schedule "A" (the "Property").

AND WHEREAS Develop NS 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 NS 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 waterfront marine activation and for no other use or purpose.

1.2 The Licensee acknowledges and agrees that Develop NS 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 Develop Nova Scotia, during the months of the Operating Season, a monthly base License Fee equal to the amounts outlined in section 3.2 of this License Agreement, to be paid in advance commencing on the 1st day of May, 2022 and on the 1st day of each month of each Operating Season thereafter, during the Term hereof. In addition to the monthly base License Fee, the Licensee shall pay an additional percentage License Fee equal to __% of gross sales, plus 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, 2022, and continuing on the 15th day of each subsequent month of each Operating Season until the month after the end of the Term hereof.

3.2 Base monthly License Fees due during each Operating Season of the Term hereof.

May: \$_____ + HST	June: \$_____ + HST
July: \$_____ + HST	August: \$_____ + HST
September: \$_____ + HST	October: \$_____ + HST
November: No base monthly license fee	December: No base monthly license fee
January: No base monthly license fee	February: No base monthly license fee
March: No base monthly license fee	April: No base monthly license fee

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 May 1st, 2022 and expire October 31st, 2031.

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

4.3 Operating Season: The Licensee shall commence operations at the Site no later than May 15th, with the option to open earlier at Develop NS's sole discretion, and shall remain in operation through October 16th, with the option to stay open at Develop NS's sole discretion.

4.4 Option to Renew:

(a) If it is not then in default and subject to other provisions of this License Agreement, the Licensee may request renewal of this License Agreement for five (5) years (referred to as a "Renewal Term") by written request to Develop NS no later than three (3) months prior to the commencement of the Renewal Term (the "Renewal Notice").

(b) If the option to renew is approved by Develop NS, the terms and conditions set out in this License Agreement shall continue during the Renewal Term, except that:

(i) this License Agreement shall terminate without any further option for further renewal; and

(ii) the rent during each Renewal Term must be agreed to in writing by the Parties at least thirty (30) days prior to the commencement of the Renewal Term. In the event the Parties fail to reach such agreement, the Renewal Notice shall be deemed ineffective and this License Agreement shall come to an end upon expiration of the Term.

5 WATERFRONT MERCHANTS' MARKETING FUND

5.1 In addition to the License Fee and costs for utilities, the Licensee shall pay monthly to Develop NS percentage equivalent to 0.5% of Licensee's sales (on tickets and charters) plus HST as a contribution to the Waterfront Merchants' Marketing Fund. Sales shall be disclosed to Develop NS within Ten (10) days after the last day of each month of the Term. The Licensee shall furnish the Licensor with a certified statement in writing, signed by the Licensee, showing in reasonable detail the

amount of sales on tickets and charters during such month, together with a calculation of the applicable percentage plus HST.

5.2 Develop NS agrees to contribute to the Waterfront Merchants' Marketing Fund an amount equal to the contribution made by the Tenant pursuant to Section 5.1.

6 NOTICES

6.1 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

1875 Lower Water Street - Suite 301
Halifax, NS B3J 1S9
Attention: Marine Manager
Telephone: (902)
nik.karbowski@developns.ca

[Licensee Name]

Address:

Attention:
Telephone:
Email:

6.2 For day-to-day inquiries and those related to marine management, the contact person for Develop NS shall be the Marine Manager (902) or such person otherwise designated in writing by Develop NS. For marketing and communications inquiries, the contact person for Develop NS shall be the Marketing and Communications Director (902) or such person otherwise designated in writing by Develop NS.

7 APPLICATION OF STANDARD TERMS AND CONDITIONS

7.1 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

)) **DEVELOP NOVA SCOTIA**

))

)) Per: _____

))

)) Per: _____

)

)

[LICENSEE NAME]

Per: _____

Per: _____

APPENDIX A – 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, 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, 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. Develop Nova Scotia 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 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, 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 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.

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 execution of the License Agreement. The Licensee shall add Develop Nova Scotia as an additional insured. The minimum limits of coverage shall be not less than \$5,000,000 in respect of each occurrence or accident. In addition to the liability coverage Develop Nova Scotia requires the Licensee to obtain and maintain Broad Form replacement cost insurance coverage on all equipment, contents, stock, and/or inventory owned by the Licensee occupying the Site.

7. ASSIGNMENT/SUB-LICENSE

7.1 Neither this License Agreement nor the authorization herein granted may be assigned or sub-licensed 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 ensure 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 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 Develop Nova Scotia.

11.5 Special Events: During special events Develop Nova Scotia 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 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, and to comply with Develop Nova Scotia waste management protocols which will be defined.

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.

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 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.

11.11 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. 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 Develop Nova Scotia 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 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.