VENDOR SPACE LICENSE AGREEMENT effective the ___ day of _____

BETWEEN:

BUILD NOVA SCOTIA
a body corporate, with an office in Halifax, Province of Nova Scotia
("Build Nova Scotia")

ON THE FIRST PART

- and -

("the Licensee") **ON THE SECOND PART**

WHEREAS Build Nova Scotia owns a portion of the Property known as Open Hearth Park, located in Sydney Nova Scotia, which is more particularly described in Schedule "A" (the "Property").

AND WHEREAS Build 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".

AND WHEREAS Build Nova Scotia issued the Business Development Opportunity BNS(BDO)-2423-0001 dated_____, (the "BDO"), inviting submission of proposals to provide the Deliverables, as hereinafter defined;

AND WHEREAS the Licensee submitted a proposal to Build Nova Scotia dated_____, (the "Proposal") in response to the BDO;

AND WHEREAS Build Nova Scotia has agreed to retain the Licensee to provide the Services and Deliverables requested in the BDO, subject to the parties entering into an agreement with respect thereto;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements set out herein, the Licensee and Build Nova Scotia covenant and agree as follows:

1 LICENSE

1.1 Build 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 food and beverage canteen as proposed in the Proposal and for no other use or purpose.

1.2 The Licensee acknowledges and agrees that Build 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. Standard Terms and Conditions, 2. Schedule “A” (the Property), Schedule “B” (the Site), Schedule “C” (the BDO), and Schedule “D” (the Proposal).

3 LICENSE FEE

3.1 The Licensee shall pay to Build 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 2024 and on the 1st day of each month of each Operating Season thereafter, during the Term hereof.

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

May: $1,000 + HST	June: $2,000+ HST
July: $2,000 + HST	August: $2,000+ HST
September: $2,000 + HST	October: $1,000+ HST
November: no base License Fee	December: no base License Fee
January: no base License Fee	February: no base License Fee
March: no base License Fee	April: no base License Fee

4 TERM

4.1 The Term of this License Agreement shall commence _____ 2024, and expire _____, 2027.

4.2 Operating Season: The Licensee shall commence operations at the Site no later than May 15th with the option to open earlier at Build Nova Scotia’s sole discretion and shall remain in operation through October 15th with the option to remain in operation later at Build Nova Scotia’s sole discretion in each year of the Term hereof.

4.3 Hours of Operation: The Licensee agrees to maintain consistent business hours sufficient in daily duration, as set forth in the Proposal, to provide convenient service to visitors to the waterfront. Build Nova Scotia 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:

Build Nova Scotia

Suite 301 – 1875 Upper Water Street	Address
Halifax, NS B3J 1S9	Address
Attention: Courtney Ordway	Attention:
Telephone: 902-943-4389	Telephone:
Email: Courtney.ordway@buildns.ca	Email:

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:	)	**BUILD NOVA SCOTIA**
	)	Per: _____
_____	)	Per: _____
Witness	)	
	)	_____
	)	Per: _____
	)	Per: _____
_____	)	
Witness		

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 no expressly contained herein shall be binding upon either Party.

2. TERMINATION

2.1 Build 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 Build 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 six (6) months' prior written notice to the Licensee if in the sole and absolute discretion of Build 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 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 Build 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. Build 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 Build 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 Build 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 Build 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 Build 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 Build Nova Scotia upon request. The licensee shall add Build 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.

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 Build Nova Scotia, which consent shall be at the sole and absolute discretion of Build Nova Scotia.

8. ACCESS BY BUILD NOVA SCOTIA

8.1 Build 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. BUILD NOVA SCOTIA RESPONSIBILITIES

9.1 Build 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 Build Nova Scotia and its agents and employees ("Build Nova Scotia") and save Build

Nova Scotia 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 Build 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 Build Nova Scotia property outside of their Site without the express written consent of Build Nova Scotia.

11.3. Parking: The Licensee acknowledges that there is free parking on the Property located adjacent to the Site.

11.4 Special Events: During special events Build 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.

11.5 Signage: All signage must comply with Build Nova Scotia Signage Program and is subject to Build Nova Scotia approval.

11.6 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 Build Nova Scotia waste management protocols which will be defined.

11.7 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.

11.8 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.

11.9 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.

11.10 Interruption/Relocation: Build Nova Scotia reserves the right, at its sole discretion, to relocate the Licensee's vending location to another area of Build 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 Build 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 Build Nova Scotia and the Licensee.

13.3 This License Agreement shall be governed by the laws of the Province of Nova Scotia and shall ensure 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.