



THIS LICENSE AGREEMENT is made the 1 st day of January, 2018

BETWEEN

THE CORPORATION OF THE TOWN OF ST.MARYS

(Hereinafter called the "Municipality")

OF THE FIRST PART

AND

(Hereinafter called the "Tenant")

OF THE SECOND PART

WHEREAS the Tenant is desirous of using the a rental space on 5 James Street, St. Marys known as The Via Station ("Licensed Premises") for the purposes of an art studio;

AND WHEREAS: It is deemed expedient to outline the roles and responsibilities of each of the parties:

NOW THEREFORE WITNESSETH that for an in consideration of the premises and mutual covenants hereinafter set forth, the parties agree as follows:

1. The Municipality hereby grants leave and license and full permission and authority to the Tenant to enter upon, occupy, use and enjoy the licensed premises for the specific purposes of as Art Studio in accordance with the terms set out herein.
 - a. Rentable area of premises: 235 square feet (as shown in Schedule "A")

2. TERM OF LICENSE

The term of this License shall be for one (1) years, commencing January 1, 2018 and expiring December 31, 2018, with an option to renew, subject to approval of both parties.

3. UTILITY AND CLEANING COSTS

All utility cleaning costs will be borne by the Municipality. Cleaning of the common areas will be the responsibility of the Municipality.

Every effort will be made by the Tenant to minimize utility costs by reducing consumption.

4. RENTAL FEE

The license fee for 2018 for the use of the licensed premises is XXXX (\$XXX) plus applicable taxes per month. The License fee is to offset the annual utility costs.

5. INSURANCE

The Municipality shall provide liability insurance on the building and appurtenances. The Tenant shall provide insurance on all equipment and furniture for which it claims exclusive use. The Tenant shall carry liability insurance in an amount not less than \$2 million which includes the Municipality as an additional named insured, and will provide a copy of the policy to the Municipality at the time of the signing of the Agreement.

6. BUILDING MAINTENANCE

The Municipality will be responsible for all external and internal maintenance necessary to protect the integrity of the building.

7. SIGNAGE

The Municipality must approve all signage prior to it being erected on the building or elsewhere on the property. Any signage must be consistent with the Town of St.Marys current by-law.

8. POSSESSORY INTEREST

It is the intention of the parties to this Agreement that the agreement between the two parties for occupancy by the Tenant does not create a possessory interest or any other interest in real property and the property shall remain the sole property of the Municipality.

9. MODIFICATIONS TO THE BUILDING

No modifications to the building or rental space will be allowed.

10. GENERAL CONDITIONS

- a) The Tenant acknowledges that the facility is owned by the Municipality, and as the owner; the Municipality has the right to use the facility when required. The Municipality reserves the right to use any portion of the licensed premises for municipal purposes provided a minimum of seven (7) days notice is given to the Tenant. The seven days notice requirement will be waived in the case of an emergency, at which time no notice will be required to be provided to the Tenant;
- b) Requests to utilize any space habitually not being used by the Tenant will be discussed between the Municipality and the Tenant;
- c) The Tenant acknowledges that the Municipality is not responsible for lost, stolen or damaged equipment belonging to the Tenant.

11. ADDITIONAL RENTAL SPACE

Should anytime throughout your lease you wish to utilize additional space above your leased area the following must take place:

- 1) Notify Director of Community Services 30 days prior to the event taking place
- 2) Additional insurance may be required for some events
- 3) An additional fee for this space may apply

12. NOTICE OF TERMINATION

If either the Tenant or the Municipality wishes to terminate this license prior to the end of the term created by this Agreement, notice to that affect will be given in writing NOT LESS THAN SIXTY (60) DAYS prior to the anniversary date or to the termination date. The Tenant agrees and acknowledges that a notice to terminate the license as described above shall be delivered or mailed to the offices of the Municipality at:

The Town of St. Marys
317 James Street South
St. Marys, ON N4X 1B6

Attention: Stephanie Ische, Director of Community Services

The Municipality agrees that a notice to terminate the Agreement as described above shall be delivered or mailed to:

XXXXXXXXXX

EXCEPTION: In the case that the "licensed premises" is required by the Municipality for municipal purposes, the Municipality can give notice of termination of the agreement to the Licensee, providing LESS THAN SIXTY (60) DAYS notice.

13. INDEMNITY

The Tenant agrees to indemnify and save the Municipality harmless from any claims, prosecutions, actions, proceedings and judgments of any type relating to the use of the licensed area by the Tenant. The Tenant shall respond to any such matter by engaging legal counsel to represent the Municipality's interest and will promptly satisfy any settlement amount, fine, bill of costs or judgment imposed with respect to same.

IN WITNESS WHEREOF the Parties hereto have hereunto caused to be affixed their respective seals, attested by the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED
In the presence of

THE CORPORATION OF THE
TOWN OF ST. MARYS

Mayor Al Strathdee

CAO/Clerk, Brent Kittmer

