

**THIS LICENSE AGREEMENT** made in duplicate at St. John's in the Province of Newfoundland and Labrador, this      day of      , 2015.

**BETWEEN:**

The Diocesan Synod of Eastern Newfoundland and Labrador, as represented by the Parish of

\_\_\_\_\_

(hereinafter called the "Licensor")

**AND:**

[insert legal name]

(hereinafter called the "Licensee")

**WITNESSETH** as follows:

1. The Licensor hereby grants a license to the Licensee upon the terms and subject to the conditions hereinafter set forth for the use of the property and equipment situate at \_\_\_\_\_, in the Province of Newfoundland and Labrador of the Licensor better specified in schedule "A" hereto together with the use of abutting parking lots and walkways (the "Premises"), between the hours of \_\_\_\_\_ and \_\_\_\_\_ inclusive beginning on the \_\_\_\_ day of \_\_\_\_ and ending on the \_\_\_\_ day of \_\_\_\_\_. (the "License Period").
2. The Licensee shall pay to the Licensor in advance the sum of \$\_\_\_\_\_ plus HST (if applicable) (the "License Fee"), in consideration of being granted a license for use of the Premises on the terms set out herein. It is a condition of this License Agreement that the License Fee shall be paid in advance at the time of signing of this License Agreement;

3. The Licensee agrees to abide by and comply with the following regulations, to wit:
  - a) to supervise its members, guests, invitees and/or Licensees and to ensure that they conduct themselves reasonably at all times and in connection therewith the Licensee agrees not to inconvenience or cause or permit to be caused any nuisance to other users of the Premises;
  - b) to comply with all such reasonable rules and regulations as may from time to time be put forward by the Licensor relating to use by the Licensee of the Premises thereof and the parking and access areas adjacent thereto;
  - c) not to bring or permit or allow to be brought upon the Premises any flammable, deleterious or noxious substances, materials or thing or anything which in the opinion of the Licensor reasonably taken might be likely to escape and cause damage to the Premises or injury to any person;
  - d) not to do or suffer to be done on the Premises anything whereby the insurance on the Premises may be rendered void or voidable or

which will occasion any increase in premiums. Any increase in insurance premiums resulting from the necessary activities of the Licensee shall be the responsibility of the Licensee; and

- e) not to perform any act, or engage in any activity or attach any object to the Premises which would in any way damage or alter the Premises or result in the necessity to repair the Premises as a result of the performance of such act, engagement in such activity or attachment of such object;
- f) the Licensee shall not without having first obtained the written consent of the Licensor, erect, alter, hide or remove plaques, banners or other signage on the exterior or interior of the building in which the Premises are located or the property on which the building is situate;
- g) Except with the consent of the Licensor specified in Schedule "A" or as otherwise permitted in this section 8, the Licensee shall not be entitled to use the kitchen, kitchen equipment or other chattels of the Licensor in the Premises, including, but not limited to glassware, cutlery, utensils, pots and pans of the Licensee.

- h) If the Licensee is given consent by the Licensor to use the kitchen and/or kitchen equipment of the Licensor in the Premises, the Licensee shall be required to clean the kitchen and to return the kitchen equipment to the appropriate storage places as designated by the Licensor. The Licensee shall also be responsible for the reasonable cost of replacement of any kitchen equipment, including but not limited to glassware, cutlery, utensils, pots and pans of the Licensor broken or lost during its usage by the Licensee.
- i) The Licensee shall be entitled to use the tables and chairs designated by the Licensor for the use of the Licensee. These tables and chairs may be set up by the Licensee to suit its needs.
- j) The Licensee shall ensure immediately following the conclusion of the license period that all tables and chairs are stacked and stored by the Licensee in the storage area designed by the Licensor;
- k) The Licensee shall ensure that all of the property of the Licensee, including any garbage or refuse resulting from the usage by the Licensee, is removed from the Premises immediately following the conclusion of the Licence Period.

4. The Licensor shall be solely responsible for the repair and maintenance of the structure of the building, including the exterior walls, roof, pipes, plumbing, electrical wires, installation of a structural or mechanical nature, including the heating systems, that are installed or supplied as a fixture of the building by the Licensor except where the repairs are necessitated by the acts or omissions or neglect of the Licensee or by its members, guests, invitee(s) and/or licensees of the Licensee or any person on the Premises during the Licensee's use and occupancy of it, in which case the repairs shall be the responsibility of the Licensee.
  
5. The Licensor shall provide its regular snow clearing services related to the Premises. If however, sidewalk, parking lot or entrance snow clearing above the Licensor's regular snow clearing service is required for the Licensee's usages, such snow clearing will be the responsibility of the Licensee.
  
6. Neither the Licensor nor its agent shall be liable for any damage to property entrusted to its or their employees nor for the loss of any property by theft or otherwise and all property of the Licensee kept or stored in the Premises or on the adjacent parking lot, including vehicles and the contents of vehicles shall be at the sole risk of the Licensee.

- 7.(a) Neither the Licensor nor its employees, servants, agents or invitees shall be liable for any death or injury to or loss suffered by the Licensee, its workman, servants, agents, invitees or licensees in or upon the Premises or elsewhere in the building or on abutting sidewalks or parking lots resulting from any cause whatsoever, including without limiting the generality of the foregoing, falling plaster, steam, electricity, water, rain, ice or snow which may leak or flow from the roof or any part of the building or from the pipes, appliances or damage resulting from the negligence of the Licensor or those for whom the Licensor is, in law, responsible and from latent and structural defects and weaknesses. The Licensor shall not be liable for any consequential or inherent damages suffered by the Licensee. It is understood and agreed that the Licensee shall procure a general liability insurance policy which policy shall have a minimum policy limit of \$1,000,000.00 and shall name the Licensor as a named insured. Such insurance shall be at the cost of the Licensee;
- (b) The Licensee shall provide proof of said liability insurance to the Licensor upon the request of the Licensor;
- (c) The Licensee shall indemnify and hold harmless the Licensor from and against all liability, claims, damages or expenses due to or arising out of any act or neglect by the Licensee or its servants, employees, agents, invitees, or licensees in or upon the Premises or any abutting parking lots

or sidewalks or due to or arising out of any breach or non-observance by the Licensee of any provision of this License Agreement, and including liability for death, injury or damages to the person or property of the Licensor's tenants, servants, employees, agents, invitees or licensees.

8. Any notice required to be served hereunder on the Licensor or Licensee shall be sufficiently served if left addressed to it at their respective business offices and all notices hereunder shall be in writing.

**IN WITNESS WHEREOF** the parties hereto have hereunto executed this License Agreement as of the day and year first above mentioned.

**SIGNED, SEALED AND DELIVERED**

By the Licensor in the presence of:

\_\_\_\_\_

\_\_\_\_\_

**SIGNED, SEALED AND DELIVERED**

By the Licensee in the presence of:

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## SCHEDULE "A"

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[Insert description of property and equipment to which the Licensee shall have access in the Parish property under the License Agreement for the License Period]