

This License made in duplicate this 19 day of ~~September~~ <sup>October</sup> 2020.  
*Stm*

BY AND BETWEEN:

**The City of Saint John**, having its City Hall at 15 Market Square, Saint John, New Brunswick, a body corporate by Royal Charter, confirmed and amended by Acts of the Legislative Assembly of the Province of New Brunswick, hereinafter called the "Licensor"

OF THE ONE PART

- and -

**Seaside Lawn Bowling Club Inc.**, a company duly incorporated under the laws of the Province of New Brunswick, having its head office at 819 Cherry Tree Lane, Saint John, New Brunswick, hereinafter called the "Licensee"

OF THE OTHER PART

WHEREAS the Licensor is the owner of premises which are comprised of lawn bowling greens and an accompanying lawn bowling clubhouse that, for greater particularity, is situated on PID No. 00412429 at the civic address of 520 Fundy Drive in Saint John, New Brunswick and is further identified on the attached diagram set out in Schedule "A" hereto (collectively, the "Premises"); and

WHEREAS the Licensee has submitted a proposal to the Licensor for the use of the Premises for the purpose of permitting its members and other invited guests to engage in lawn bowling at the Premises and in social or other activities that are incidental to lawn bowling; and

WHEREAS the Licensor has agreed to grant the within License upon the terms and conditions herein contained;

NOW THEREFORE THIS INDENTURE WITNESSETH that for and in consideration of lawful money of Canada and other good and valuable consideration, the receipt of which is hereby acknowledged, the Licensor does hereby grant, subject to the terms, conditions, covenants and provisions herein contained, permission and license to the Licensee, its servants, agents, employees, contractors and invitees to enter into and upon and exit from the Premises during such days and periods of occupation and use as are more particularly set out herein.

1. The Licensee may occupy and use the Premises for a term of Five (5) years commencing on January 1<sup>st</sup>, 2021 (the "Term") with hours of operation being between 8am and 11pm in the months of May, June, July, August, September and October, inclusive.
- 2.(i) The Licensee shall pay a License fee to the Licensor for the occupation and use of the Premises in the amount of Two Dollars (\$2.00) per year, inclusive of HST, with the first year's License fee payment due and payable on January 1<sup>st</sup>, 2021 and annually thereafter on each anniversary date of the Term.

- (ii) The annual License fee identified above in paragraph 2(i) shall be paid in cash or by certified cheque during normal business hours at the Office of the Commissioner of Finance, City Hall Building, 15 Market Square, Saint John, New Brunswick, or such other place as may from time to time be designated by the Licensor.
- (iii) In addition to the annual License fee payment, the Licensee shall be responsible for the following obligations:
- (a) The Licensee shall pay all electricity costs for the Premises, including connection or service costs, with such costs being the sole responsibility of the Licensee and shall not allow such costs to fall into arrears. *with the exception of 2 Dusk to Dawn lights. 7pm*
  - (b) The Licensee shall pay all water and sewerages costs for the Premises, with such costs being the sole responsibility of the Licensee and shall not allow such costs to fall into arrears.
  - (c) The Licensee shall pay all telephonic or internet costs for the Premises, with such costs being the sole responsibilities of the Licensee and shall not allow such costs to fall into arrears.
  - (d) The Licensee shall reimburse the Licensor a fifty percent (50%) share of the real property taxes for PID No. 00412429, which shall be payable annually by the Licensee to the Licensor by not later than May 31<sup>st</sup> in each year of the Term in the same manner as identified above in paragraph 2(ii).
  - (e) The Licensee shall keep in place during the Term comprehensive general liability insurance coverage in a minimum amount of Two Million Dollars (\$2,000,000.00) wherein the Licensor is named an "additional insured" and wherein there is a cross-liability clause, all of which also covers and protects the Licensor. The Licensee shall provide a Certificate of Insurance to the Licensor at the time of the execution of this License evidencing the insurance coverage described herein and providing that coverage shall not be altered or cancelled without the insurer giving thirty (30) days notice in writing to the Licensor prior to any such alteration or cancellation. Any deductible arising in relation to a claim made under this insurance coverage shall be the sole responsibility of the Licensee.
  - (f) Notwithstanding subparagraph (e) above, the Licensor shall maintain insurance coverage for the lawn bowling clubhouse that forms part of the Premises with the Licensee being responsible for the deductible associated with any claim made thereunder respecting damage to or destruction of the lawn bowling clubhouse during the Term. Any deductible arising in relation to a claim made under this insurance coverage shall be the sole responsibility of the Licensee.
  - (g) The Licensee shall be solely responsible for the security of the lawn bowling clubhouse and perimeter gate that forms part of the Premises, which shall include but not be limited to locking it when it is not in use. The Licensee shall also be obligated to provide the Licensor with a copy of the key to the lawn bowling clubhouse and perimeter gate, should that key be changed at any time, to provide the Licensor with a copy of any new key. The Licensee acknowledges and agrees that the Licensor may attend at and inspect the Premises at any time.

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- (h) The Licensor shall bear no responsibility for any equipment, tools or other chattels stored onsite by the Licensee at the Premises, which shall be the sole responsibility of the Licensee.
- (i) The Licensee shall at all times keep the Premises in good repair and working order and shall be responsible for maintaining the Premises in a condition similar to that in which they received it upon the commencement of the Term. Prior to carrying out any maintenance repairs or renovations to the Premises, the Licensee agrees to communicate with the Licensor respecting the intended work and the intended contractors to be used for such work and further agrees that the intended work and intended contractors will: (a) be done pursuant to a valid building permit if required, and (b) will be subject to approval by the City Manager of the Licensor or his designate in writing before the work or hiring of a contractor proceeds.
3. (i) If and whenever any License fee or other fee or charge is hereby required is not paid by the Licensee and remains unpaid for a period of Twenty One (21) days after any of the days upon which the same ought to have been paid, and whether or not any formal or other demand has been made therefor, or if the Licensee is in breach or in default under any of the Licensee's obligations, conditions or agreements contained in this License and whether or not any formal or other demand has been made therefor, then in any such case the Licensor shall have the right to terminate this License and, upon the exercise of such right, the Licensee may terminate this License and the Licensee shall have no further recourse.
- (ii) Either the Licensor or the Licensee may terminate this License upon the giving of advance written notice of Sixty (60) days. Notwithstanding the provisions of Article 3(1) above, any balance owing following the termination of this License shall be paid to the Licensor within Ten (10) business days of the date that the termination takes effect.
4. The Licensee shall not have any claim against the Licensor for loss or damage of any nature, kind or description whatsoever arising from the exercise or purported exercise of the License herein granted, unless such loss or damage is due to the negligence of the Licensor or its employees, servants or agents.
5. The Licensee hereby indemnifies and saves harmless the Licensor from all damages, claims, demands, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner and whether in respect of property owned by others or in respect of damage sustained by others based upon or arising out of or in connection with this License or anything done or purported to be done in any manner hereunder.
6. The Licensee and all the Licensee's members or, more broadly, those using the Premises at the invitation of the Licensee, shall, at all times, comply with such rules and regulations in use by the Licensor from time to time as may be reasonably applicable.
7. The Licensee shall pay promptly all charges, taxes, rates and assessments of whatsoever description which during the term of this License shall be chargeable upon or become payable in respect to the operation of the Licensee or its occupation of the Premises.
8. The Licensee shall not assign, transfer or otherwise by any act cause or permit this permission and license or any portion hereof to be assigned or transferred to any person(s) whomsoever.



COUNTY OF SAINT JOHN

PROVINCE OF NEW BRUNSWICK


I, Frances Meehan, of the City of Saint John County of Saint John and Province of New Brunswick, MAKE OATH AND SAY:

1. THAT I am the President of **Seaside Lawn Bowling Club Inc.**, the Licensee Seaside Lawn Bowling Club Inc. named Seaside Lawn Bowling Club Inc. in the foregoing instrument and have custody of the corporate seal of the said company and am duly authorized to make this affidavit.

2. THAT the seal affixed to the foregoing agreement and purporting to be the corporate seal of **Seaside Lawn Bowling Club Inc.** is the corporate seal of the said **Seaside Lawn Bowling Club Inc.**, the Licensee named in the foregoing instrument and it was affixed by the officer authorized to so affix the seal. *There is no seal.*

3. THAT the signature "Frances Meehan" subscribed to the said instrument is my signature and as I am duly authorized to execute the said instrument.

4. THAT the said document was executed as aforesaid at the City of Saint John, in the Province of New Brunswick on the 19 day of October, 2020.

SWORN TO BEFORE ME at the )  
City of Saint John )  
in the County of Saint John )  
and Province of New Brunswick )  
this 19 day of October, 2020 )  
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WSRain )  
Commissioner of Oaths )  
Being a Solicitor )  
)

  
Frances Meehan