

This License made in duplicate this \_\_\_\_ day of March, 2019.

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 -

**707990 N.B. Inc.**, a company duly incorporated under the laws of the Province of New Brunswick, having its head office at 42 Bayview Drive, in the City of Saint John, County of St. John, Province of New Brunswick, hereinafter called the "Licensee"

OF THE OTHER PART

WHEREAS the Licensor is the owner of premises known as the Hilton Belyea Arena located at 390 Lowell Street, Saint John, New Brunswick (the "Premises"); and

WHEREAS the Licensee has submitted a proposal to the Licensor for the use of the Premises save and except: the ice plant and maintenance room; ice-making equipment; canteen, office and storage rooms of minor hockey and figure skating and also the use by the Licensor, its officers, servants, agents, contractors and workers of a right of way for access to and from those parts of the Premises not hereby licensed; 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 the charges stipulated in this License and other good and valuable consideration, the receipt whereof 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 below. All times referenced in this License are expressed in Atlantic Daylight Time and not otherwise.

1. The Licensee may occupy and use the Premises as follows:
  - (a) Between Monday and Friday from May 5<sup>th</sup>, 2019 to June 30<sup>th</sup>, 2019 between the hours of 4:30pm until 11:30pm, inclusive;
  - (b) Between Saturday and Sunday from May 5<sup>th</sup>, 2019 to June 30<sup>th</sup>, 2019 between the hours of 8:30am until 11:30pm, inclusive;
  - (c) Between Monday and Friday from July 1<sup>st</sup>, 2019 to August 31<sup>st</sup>, 2019 between the hours of 8:30am and 11:30pm, inclusive, but not otherwise, and

- (d) Notwithstanding Article 1(a) to (c) above, the Licensee shall not occupy or use the Premises on May 20<sup>th</sup>, 2019 (Victoria Day), July 1<sup>st</sup>, 2019 (Canada Day) and August 5<sup>th</sup>, 2019 (New Brunswick Day) collectively (the “License Period”).
  - 2. (i) The Licensee shall pay to the Licensor for the occupation and use of the Premises the amount of Ninety Three Thousand Dollars (\$93,000.00) plus HST during the License Period (the “License Fee”);
  - (ii) The payment of the License Fee shall be made to the Licensee by the Licensor by cash or certified cheque at the Office of the Commissioner of Finance, 9<sup>th</sup> Floor, 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 in the following installments and before the date identified below for the payment of each installment:
    - (a) On or before May 1<sup>st</sup>, 2019 in the amount of Fifteen Thousand Five Hundred Dollars (\$15,500.00) plus HST for the month of May 2019;
    - (b) On or before June 1<sup>st</sup>, 2019 in the amount of Eighteen Thousand Nine Hundred Dollars (\$18,900.00) plus HST for the month of June 2019;
    - (c) On or before July 1<sup>st</sup>, 2019 in the amount of Twenty Nine Thousand Three Hundred Dollars (\$29,300.00) plus HST for the month of July 2019;
    - (d) On or before August 1<sup>st</sup>, 2019 in the amount of Twenty Nine Thousand Three Hundred Dollars (\$29,300.00) plus HST for the month of July 2019.
  - (iii) The ice-time purchased at the Premises pursuant to the terms of this License shall be used by the Licensee; however, the Licensee may re-sell its purchased ice-time to a third party/third parties, which shall abide by the terms of this Agreement and which may be prohibited by the Licensor from using the Premises at its sole discretion.
  - (iv) The Licensee shall provide to the Licensor on a weekly basis no later than the preceding Wednesday the Licensee’s schedule of ice use for the following week (Sunday to Saturday, inclusive), together with the contact information for at least one individual for the group using the ice each time. Should there be any changes to the schedule of ice use, the Licensee shall notify the Licensor in writing immediately of any such changes.
- 3. (i) The Licensor may terminate this License and the Licensee shall have no further recourse should the Licensee fail to pay the License Fee pursuant to the terms of this License or otherwise fail to meet any obligations, conditions or agreements stipulated in this License.
  - (ii) The Licensee may terminate this License upon the giving of advance written notice of Thirty (30) business days. Should such a termination occur, the Licensee shall be refunded a pro-rated share of the License Fee as calculated by reference to the days remaining during the License Period.

- (iii) Should the Licensee terminate this License without giving the advance written notice required in Article 3(ii) above, the Licensee shall be obligated to pay to the Licensor, as a penalty for providing inadequate written notice, the equivalent of Three (3) weeks of the License Fee, as calculated by reference to the applicable License Fee payable in the month(s) that are covered by the specific period in question.
4. (i) The Licensee shall keep in place during the full term hereof comprehensive general liability insurance in a minimum amount of Five Million (\$5,000,000.00) Dollars wherein the Licensor is named an “additional insured” and wherein there is a cross-liability clause, all of which also expressly covers and protects the Licensor in circumstances where the Licensee chooses to re-sell ice-time pursuant to Article 2(iii) above and which also expressly covers any allegations/claims of physical or sexual abuse;
- (ii) 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 in hereof and providing that coverage shall not be altered or cancelled without the insurers giving thirty (30) days’ notice in writing to the Licensor prior to any such alteration or cancellation.
5. 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.
6. Notwithstanding Article 4 hereof, the Licensee does hereby indemnify and save 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.
7. The Licensee and all the Licensee’s customers shall, at all times, comply with such rules and regulations in use by the Licensor from time to time as may be reasonably applicable, currently entitled “City of Saint John Parks & Recreation Arena Use Regulations”, a copy of which is attached hereto as **Schedule “A”**.
8. Except in accordance with the terms of this License, 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.
9. The Licensee shall, upon the termination of this License, immediately and at its own expense, remove from the Premises any and all property brought or placed upon the Premises by the Licensee and shall restore the Premises to as good an order and condition as prevailed immediately prior to the commencement of the term hereof and in the event of the failure of the Licensee to do so with reasonable expedition, of which the Licensor shall be the sole judge, the Licensor may effect such removal and restoration at the Licensee’s own risk and expense, but the Licensor shall be by reason of any action taken or things required under this paragraph be entitled to compensation, reimbursement and indemnity from the Licensee.

10. The Licensors shall:
- (a) maintain the ice and operate the premises at the same standard used during the regular season;
  - (b) pay for all maintenance and operating costs;
  - (c) provide one experienced employee on site during the hours of operation;
  - (d) in the event of breakdown that causes the Premises to be unavailable for a day or any portion thereof, the Licensee shall be given a Five Hundred Dollar (\$500.00) credit per day up to a total maximum of Fifteen Thousand Dollars (\$15,000.00). Should any credit arise by operation of this paragraph, the Licensee shall be able to apply such credit toward ice time at any of the Licensors' four (4) arenas at the prevailing rates that apply at the time between the dates of November 1<sup>st</sup>, 2019 to March 30<sup>th</sup>, 2020 or November 1<sup>st</sup>, 2020 to March 30<sup>th</sup>, 2021. Under this arrangement, the Licensors shall provide the Licensee with a list of available dates and times by October 15<sup>th</sup>, 2019 or 2020, as applicable, and the Licensee shall, in turn, select the dates and times for which the credit will be used by not later than November 15<sup>th</sup>, 2019 or 2020, as applicable. Any credit that is not used before March 30<sup>th</sup>, 2021 shall expire and no longer be valid.
  - (e) The Licensors shall not lease any of its other Three (3) arenas to any other individuals or entities between May 5, 2019 and August 31, 2019 for activities that would be in direct competition with the activities of the Licensors, namely that of an ice hockey training school, and, during the aforementioned period, there shall be no ice surfaces in the Licensors' other Three (3) arenas.

IN WITNESS WHEREOF the parties hereto have set their corporate seals duly attested by the signatures of their properly authorized officers respectively the day and year first above written.

Signed, sealed and delivered

THE CITY OF SAINT JOHN

\_\_\_\_\_  
Don Darling, Mayor

\_\_\_\_\_  
Jonathan Taylor, Common Clerk

Common Council Resolution:  
March \_\_\_\_, 2019

707990 N.B. Inc.

Per: \_\_\_\_\_  
Andrew Bezeau, President

SCHEDULE “A”

**CITY OF SAINT JOHN PARKS & RECREATION**

**ARENA USE REGULATIONS**

- 1) Ice maintenance is completed at times mutually agreed by the Licensee and Licensor except that the Licensor at its sole discretion may cause ice maintenance to occur at any time to ensure the quality of the ice.
- 2) Should any booked period be sold to another user, the Licensor must be so advised. Should a dispute arise at the rink, the attendant will defer to the Licensee.
- 3) The City’s Arena Code of Conduct is in effect.
- 4) The Licensee is responsible for damages to the premises arising out of his use of the facility.
- 5) The arena attendant on duty is in complete charge of the facility, and his/her instructions are to be followed at all times.
- 6) All persons on the ice must wear skates.
- 7) No food or drink is allowed while skating.
- 8) The City of Saint John, its employees, and agents, cannot be held responsible for any personal injury suffered by any user as a result of the Licensee’s programs.

PROVINCE OF NEW BRUNSWICK  
COUNTY OF SAINT JOHN

I, Jonathan Taylor, of the Town of Quispamsis, in the County of Kings and Province of New Brunswick, MAKE OATH AND SAY:

- 1. THAT I am the Common Clerk of The City of Saint John and have custody of the Common Seal hereof.
- 2. THAT the seal to the foregoing instrument affixed is the Common Seal of The City of Saint John and that it was so affixed by Order of the Common Council of the said City.
- 3. THAT the signature “Don Darling” to the said instrument is the signature of W. Donald Darling, Mayor of the said City, and the signature “Jonathan Taylor” thereto is my own signature.
- 4. THAT we are the proper officers to sign the foregoing instrument on behalf of The City of Saint John.

SWORN TO BEFORE ME )  
at the City of Saint John, in the )  
County of Saint John and )  
Province of New Brunswick )  
this \_\_\_\_ day of \_\_\_\_\_, 2018 )  
 )  
 )  
\_\_\_\_\_)  
 )  
Commissioner of Oaths )  
Being a Solicitor )  
 )

\_\_\_\_\_  
Jonathan Taylor

PROVINCE OF NEW BRUNSWICK

1. THAT I am the President of 707990 N.B. Inc., the licensee named in the foregoing instrument and have custody of the corporate seal of the said company and am duly authorized to make this affidavit.

3. THAT the signature “Andrew Bezeau” 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 \_\_\_\_\_ of \_\_\_\_\_, in the Province of New Brunswick on the \_\_\_\_ day of \_\_\_\_\_, 2019.

SWORN TO BEFORE ME at the )  
 \_\_\_\_\_ of \_\_\_\_\_, )  
 in the County of \_\_\_\_\_ )  
 and Province of New Brunswick )  
 this \_\_\_\_\_ day of \_\_\_\_\_, 2019 )

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Andrew Bezeau

## Commissioner of Oaths Being a Solicitor