

THIS LICENCE made in duplicate as of the _____ day of _____, 2021.

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 FIRST PART

- and -

BEAVERTAILS COMMERCIAL INC., a body corporate duly incorporated under the laws of Canada, having its head office in the City of Montreal in the Province of Quebec, and **PARENT AND SONS INVESTMENTS LTD.**, a body corporate duly incorporated under the laws of the Province of New Brunswick, having its head office in the City of Saint John in the County of Saint John and Province of New Brunswick, hereinafter collectively called the "**Licensees**",

OF THE SECOND PART

RECITALS:

WHEREAS the Licensor is the owner of the lands bearing PID number 18614 shown on Schedule A attached hereto and forming part hereof (hereinafter the "**Lands**");

AND WHEREAS the Licensees wish to operate a BeaverTails mobile unit in the Lands highlighted in red on Schedule "A" (hereinafter the "**Licensed Area**");

AND WHEREAS the Licensor has agreed to give the within Licence under the terms and conditions hereinafter set forth;

NOW THEREFORE THIS LICENCE WITNESSETH that for and in consideration of the sum of Two Dollars of lawful money of Canada now paid by the Licensees to the Licensor, the receipt and sufficiency whereof is hereby acknowledged, the Licensor does hereby grant, subject to the terms, conditions, covenants and provisions herein contained, permission and Licence to the Licensees to enter into and upon and exit from the Lands for the sole purpose of using the Licensed Area to set up and operate a BeaverTails mobile unit for the term of this Licence, on the following terms and conditions.

IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. This Licence shall begin June 15, 2021 and end October 31, 2021 (the "**Term**").

2. The Licensee shall be jointly and severally liable for all terms applicable to the Licensee herein including, but not limited to, the terms at paragraph 3 and the covenants at paragraph 10.
3. The Licensees shall pay to the Licensor for the permission and license herein given the sum of Three Thousand, Six Hundred and Sixty-Three Dollars (\$3,663.00) (Canadian dollars) exclusive of HST payable in one installment of Four Hundred and Seven Dollars (\$407.00) payable on June 15th, 2021 and four (4) equal installments of Eight Hundred and Fourteen Dollars (\$814.00) (Canadian dollars) each payable on the 1st day of each and every month from and including July 2021 to and including October 2021.
4. The Licensor shall provide electrical power to the Licensees and the cost for such shall be included in the rent as per item two (2) above.
5. The Licensor may at some point in time during this Term relocate the Licensees to another site mutually agreeable within the same general area.
6. The Licence may be terminated at any time by the Licensor giving to the Licensees fifteen (15) days written notice to terminate this Licence or by one (1) or both of the Licensees giving to the Licensor a like notice.
7. Notice to the parties shall be by email; in the case of the Licensor, to cityclerk@saintjohn.ca; in the case of the Licensees, BeaverTails Commercial Inc., to nathalie@beavertails.com, and Parent and Sons Investment Ltd., to parentandsons@gmail.com.
8. Notwithstanding anything else herein contained, this Licence may be terminated forthwith without notice to the Licensees in the event that either one or both of the Licensees shall, in the opinion of the Licensor, be in default of any of the terms and conditions of this Licence.
9. No transfer or assignment of this Licence or of any of the rights or privileges herein granted shall be made, or caused or permitted to be made by the Licensees.
10. The Licensees hereby covenant and agree with the Licensor as follows:
 - a) that they shall only use the Licensed Area for the location and operation of the BeaverTails Mobile Unit for the sale of food products;
 - b) that they shall pay for all connection and operational costs associated with water and drainage for the BeaverTails Mobile Unit and for the disconnection of same upon completion of the Term;
 - c) that the hours of operation will conform to daily retail hours, weather permitting and will not exceed 1:00 a.m. daily;

- d) that only the BeaverTails Mobile Unit is permitted in the Licensed Area (no passenger/cargo vehicles);
- e) that they shall comply with all applicable Canadian Food Inspection Agency and other applicable regulations and legislation;
- f) that they shall not use the Licensed Area for any other purpose than that which is stated at paragraph a) hereof;
- g) that they shall keep the area around the BeaverTails Mobile Unit clean and tidy at all times and clean up daily in the immediate area surrounding the BeaverTails Mobile Unit. Clean up shall include the disposal of any/all debris associated with fast food delivery (pop cans, bottles, coffee, cups, napkins, plates, utensils and related articles) within a 40 foot diameter of the BeaverTails Mobile Unit;
- h) that they shall, at no expense to the Licensor, obtain and maintain in full force and effect during the entire term of this Licence, a Commercial General Liability Insurance policy with policy limits of not less than five million dollars (\$5,000,000.00) inclusive per occurrence for bodily injury and property damage; which policy shall name the City as an additional insured and shall contain a cross-liability clause; and
- i) that they shall, on or before June 15, 2021, submit to the City a Certificate of Insurance or other satisfactory evidence of having obtained and maintained the insurance coverage required at paragraph h) hereof.

IT IS FURTHER MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

10. No change or modification of this Licence shall be valid unless it is in writing and signed by the Licensor and the Licensees.

11. This Licence supersedes and takes the place of all prior agreements entered into by the parties with respect to the Licensed Area.

12. This Licence shall not be enforced or bind any of the parties thereto, until executed by all the parties named in it.

13. Notwithstanding any clauses herein, the Licensees do hereby indemnify and save harmless the Licensor from all damages, cost, claims, demands, actions, suits or other proceedings by whomsoever claimed, 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 the use of the Licensed Area and BeaverTails Mobile Unit pursuant to the within Licence or anything done or purported to be done in any manner hereunder, except for damages caused by the City's negligence.

Licence Agreement
The City of Saint John and Beavertails Commercial Inc.

THIS LICENCE shall enure to the benefit of and be binding upon successors and assigns of the parties hereto respectively.

SIGNED, SEALED & DELIVERED)
In the presence of:)

THE CITY OF SAINT JOHN

Mayor

City Clerk

Common Council Resolution:
_____, 2021

BEAVERTAILS COMMERCIAL INC.

Per: 

President

PARENT AND SONS INVESTMENTS LTD.

Per: 

President

CANADA

PROVINCE OF QUEBEC

I, Joseph Pino Di Ioia, of the City of Montreal, in the Province of Quebec, MAKE OATH AND SAY as follows:

1. THAT I am the President of BeaverTails Commercial Inc., a body corporate duly incorporated under the laws of Canada, having its head office in the City of Montreal aforesaid, one of the parties named in the foregoing instrument and am duly authorized to make this affidavit.

2. THAT BeaverTails Commercial Inc. does not have a corporate seal.

3. THAT the signature "Joseph Pino Di Ioia" subscribed to the said instrument is my signature, and as President of BeaverTails Commercial Inc., I am duly authorized to execute the said instrument.

4. THAT the said document was executed as aforesaid at the City of Montreal, in the Province of Quebec, on the 17 day of May, 2021.

SWORN TO before me at the City)
of Montreal, in the Province of)
Quebec, the 17 day of)
May, 2021)
_____)
Nathalie Markatos)
Nathalie Markatos, attorney)
Commissioner of Oaths)
Province of Quebec)
2010239)



Joseph Pino Di Ioia

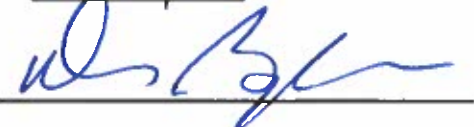
PROVINCE OF NEW BRUNSWICK

COUNTY OF SAINT JOHN

I, Brian Parent, of the City of Saint John, in the County of Saint John and province of New Brunswick, MAKE OATH AND SAY as follows:

1. THAT I am the President of Parent and Sons Investments Ltd., a body corporate duly incorporated under the laws of the Province of New Brunswick, having its head office in the City of Saint John aforesaid, one of the parties named in the foregoing instrument and am duly authorized to make this affidavit.
2. THAT Parent and Sons Investments Ltd. does not have a corporate seal.
3. THAT the signature "Brian Parent" subscribed to the said instrument is my signature, and as President of Parent and Sons Investments Ltd., 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 20 day of May, 2021.

SWORN TO before me at the City)
of Saint John, in the Province of)
New Brunswick, the 20 day)
of May, 2021)

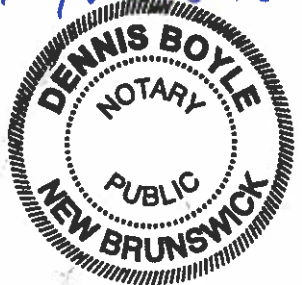

_____)

Commissioner of Oaths)
Being a Solicitor)

NOTARY PUBLIC)



Brian Parent

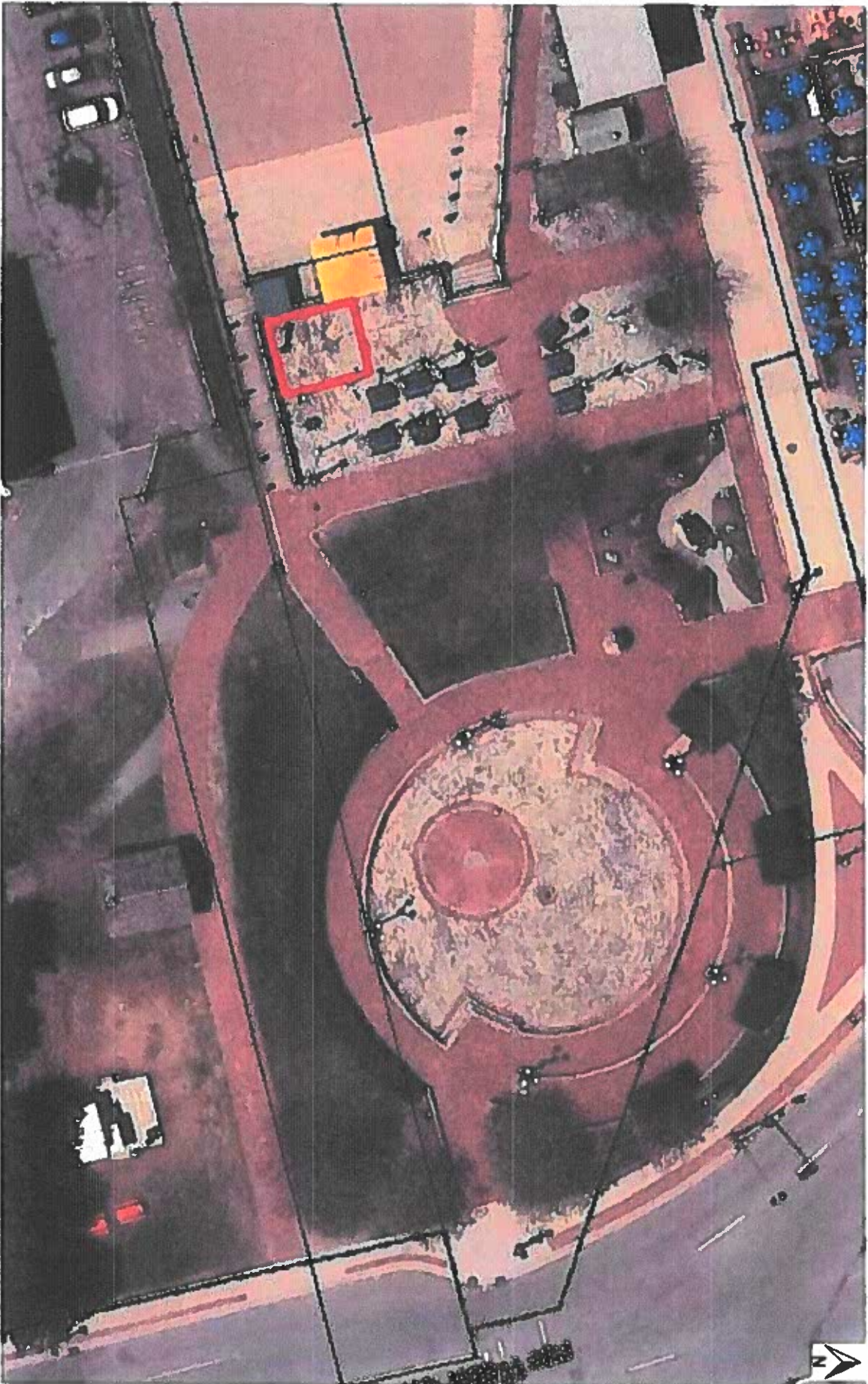


Schedule "A"



SAINT JOHN

BeaverTails Licence - 2021



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