

THIS LICENSE 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 -

**MURPHY INVESTMENTS LTD.**, a body corporate, registered under the laws of the Province of New Brunswick, having its head office in the City of Charlottetown in the Province of Prince Edward Island, and **GAHAN SAINT JOHN INC.**, a body corporate, registered under the laws of the Province of New Brunswick, having its head office in the City of Charlottetown in the Province of Prince Edward Island, hereinafter collectively called the "**Licensee**",

OF THE SECOND PART

**RECITALS:**

WHEREAS the Licensor is the owner of the lands bearing PID numbers 18614, 55221881 and 55027809 shown on Schedule A attached hereto and forming part hereof (hereinafter the "**Lands**");

AND WHEREAS the Licensee wishes to operate a Licensed Beer Garden in the Lands outlined in red on Schedule "A" (hereinafter the "**Licensed Area**");

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

NOW THEREFORE THIS LICENSE WITNESSETH that for and in consideration of the sum of Two Dollars of lawful money of Canada now paid by the Licensee 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 License to the Licensee 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 licensed beer garden for the sale of liquor products, hereinafter the "**Gahan Beer Garden**", for the term of this License, on the following terms and conditions.

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

1. This License shall begin June 15, 2021 and end September 15, 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 Licensee shall pay to the Licensor for the permission and license herein given the sum of Four Thousand, Three Hundred and Sixty-Two Dollars (\$4,362.00) (Canadian dollars) exclusive of HST payable in three equal installments of One Thousand Four Hundred and Fifty-Four Dollars (\$1,454.00) plus H.S.T. payable on June 15<sup>th</sup>, 2021, July 15<sup>th</sup>, 2021 and August 15<sup>th</sup>, 2021 (Canadian dollars).
4. The Licensor shall provide electrical power to the Licensee and the cost shall be included in the rent payable in accordance with paragraph 2 herein.
5. The Licensor authorizes the Licensee to make any such application, including that required for a Liquor License or to permit the operation of the **Gahan Beer Garden** on the **Licensed Area**.
6. The License may be terminated at any time by the Licensor giving to the Licensee fifteen (15) days’ written notice to terminate this License or by the Licensee giving to the Licensor a like notice.
7. Notice to either party shall be by email; in the case of the Licensor, to [cityclerk@saintjohn.ca](mailto:cityclerk@saintjohn.ca); and in the case of the Licensee, to [ben.tsang@gahan.ca](mailto:ben.tsang@gahan.ca).
8. Notwithstanding anything else herein contained, this License may be terminated forthwith without notice to the Licensee if the Licensee is, in the opinion of the Licensor, in default of any of the terms and conditions of this License.
9. No transfer or assignment of this License or of any of the rights or privileges herein granted shall be made or caused or permitted to be made by the Licensee.
10. The Licensee hereby covenants and agrees with the Licensor as follows:
  - a) that they shall only use the Licensed Area for the location of the **Gahan Beer Garden** to be used only for the sale of liquor products and for no other purpose;
  - b) that they shall pay for all connection and operational costs associated with water and drainage for the **Gahan Beer Garden** 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 they shall comply with all applicable Liquor License Inspection Agency and other applicable regulations and legislation;
- e) that they are responsible for providing security of the area and their property;
- f) that they shall not use the **Licensed Area** for any other purpose than that which is stated at paragraph 9(a) herein;
- g) that they shall keep the area around the **Gahan Beer Garden** clean and tidy at all times and clean up daily in the immediate area surrounding the **Gahan Beer Garden**. Clean up shall include the disposal of any and all debris associated with the **Gahan Beer Garden** within a 40 foot diameter of the **Licensed Area**;
- h) that they shall, at no expense to the Licensor, obtain and maintain in full force and effect during the entire term of this License, 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 Licensee 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 Licensee a Certificate of Insurance or other satisfactory evidence of having obtained and maintained the insurance coverage required at paragraph 9(h) herein.

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

- 10. No change or modification of this License shall be valid unless it is in writing and signed by the Licensor and the Licensee.
- 11. This License supersedes and takes the place of all prior agreements entered into by the parties with respect to the Licensed Area.
- 12. This License 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 Licensee does 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 **Gahan Beer Garden** pursuant to the within License or anything done or purported to be done in any manner hereunder, except for damages caused by the Licensee's negligence.

Licence Agreement  
The City of Saint John and Murphy Hospitality Group/Gahan Saint John Inc.

THIS LICENSE 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

GAHAN SAINT JOHN INC.

Per:   
\_\_\_\_\_

President

MURPHY INVESTMENTS LTD.

Per:   
\_\_\_\_\_

President



**SAINT JOHN**

**Licence Agreement for Beer Garden: Loyalist Plaza**

