

and invitees of the Licensee for the purposes of such use.

- 2. The Licensee agrees to pay a deposit of \$_____ to applied on account of the fees and expenses , including any services, administrative charges or any actual costs incurred by the Licensor and to pay any actual amounts thereof as invoiced by the Licensor or as agreed by the parties in the amount as follows:

Insert fees and expenses:_____

- 3. The Licensee agrees to pay the deposit prior to the commencement of the term hereof and to reimburse for the actual costs ,charges and fees within 5 business days of the termination of the License or in the case of a fixed term, on a weekly/monthly basis in the sum of \$_____.

- 4. The term of this License shall be: (set out duration or periods of use)_____
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- 5. The rights granted to the Licensee are subject to the following conditions:

- (a) prior to the commencement of the term the Licensee shall deposit all amounts as required and shall provide evidence , in a form satisfactory to the Licensor, of insurance coverage for public liability and such other coverage as the Licensor may require on an annual basis as required;
- (b) in exercising its rights hereunder, the Licensee shall , at all times, use its best efforts to minimize interference or disruption to the Licensor’s use of the premises and shall require its guests and invitees to abide by any rules and regulations issued by the Licensor from time to time;
- (c) the Licensee shall maintain the licensed premises and any material received from the Licensor ,and any equipment, furniture, furnishings or property belonging to the Licensor and used by the Licensee, in good repair and otherwise in neat, clean and well-kept condition and shall perform repairs thereto within five (5) business days following receipt of written notice from the Licensor requiring such repairs to be undertaken and the Licensee shall replace any irreparably damaged items;
- (d) the Licensee, its guests and invitees shall fully observe and comply with all statutory requirements and regulations , by-laws and rules of any government authority which is applicable to the use of the licensed premises;
- (e) upon the termination of this License Agreement, the Licensee shall leave the licensed premises in good repair and otherwise in neat , broom clean condition, reasonable wear and tear excepted;

- (f) the Licensee shall remove all equipment, property, material, items furniture , furnishings belonging to the Licensee and shall repair any damage caused to the premises during removal;
 - (g) The Licensee shall not construct, renovate, alter or make any changes to the Premises whatsoever without the prior written consent of the Licensor, and such consent may be arbitrarily withheld.
6. The granting of rights hereunder operates solely as a license in respect of the premises and shall not be construed in such a way as to convey any freehold or leasehold interest in the premises.
 7. The Licensee hereby accepts the premises or part thereof in their “as is” condition on the commencement date and shall not call upon the Licensor for any work or supply of any equipment, appliance or property in order to make the premises more suitable for the Licensee’s proposed use. Any costs associated with any permitted construction, renovation, alteration or change shall be at the sole expense of the Licensee.
 8. The Licensor acknowledges and agrees that, in the event of any disruption of electrical or water service to the premises, the Licensor shall not be liable to the Licensee for any loss or damage occasioned thereby unless caused by the willful or negligent act of the Licensor or any person for whom the Licensor is responsible in law.
 9. The Licensee covenants that the party signing on its behalf has the authority to enter into this License Agreement and to assume the obligations set forth herein and that the Licensee shall , at all times , exercise its rights in a lawful manner and shall comply with all terms and conditions herein contained.
 10. The Licensor, covenants that it has the authority to enter into this License Agreement and that, provided the Licensee is not in default hereunder, shall permit the premises to be used for the purposes herein described and shall maintain all structural and equipment components in good working order including HVAC systems, parking lot and sidewalks .
 11. In the event of any default by the Licensee in any of its obligations or covenants herein contained, the Licensor may give written notice thereof to Licensee who shall have fifteen (15) days following the date upon which notice is given to correct any such default, failing which the Licensor may, at its option, terminate this License Agreement.
 12. The Licensee shall not assign this License Agreement without the prior written consent of the Licensor, and such consent may be arbitrarily withheld.
 13. The Licensee shall indemnify and save harmless the Licensor , its servants, Agents and employees from any and all claims, demands, costs, expenses, damages and injuries arising from or connected with the use of the premises by the Licensee, its guests and invitees.

14. This License Agreement may be terminated at any time by the Licensor upon ___days prior notice in writing to the Licensee or by the Licensee upon _____ days notice to the Licensor.

15. Any notice required or permitted to be given hereunder or any delivery or tender of documents may be sufficiently given by personal delivery or facsimile as follows:

To the Licensor at: (address and fax no.)

To the Licensee at: (address and fax no.)

16. Any notice may also be given by prepaid registered mail and such notice shall be deemed to have been given on the fifth day following the date of mailing or, in the case of a disruption in postal service, then upon the fifth day following resumption of such postal service.

17. No amendment to this License Agreement or waiver of any provision hereof shall be valid or binding unless set forth in writing and duly executed by both parties, in the case of an amendment, or by the party waiving performance of any provision or a breach thereof .

18. The parties agree that this License Agreement constitutes the entire agreement and supersedes all prior negotiations or communications between the parties with respect to the subject matter hereof.

19. This License Agreement shall ensure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have by the hands of their authorized officers or agents executed this License Agreement as of the date first set out above.

SIGNED, SEALED and DELIVERED

In the presence of

Licensor:

Name:

Licensee:

Name: