

LICENSE AGREEMENT

This agreement made as of _____, 20__,

BETWEEN:

(the "Licensor")

OF THE FIRST PART

-and-

(the "Licensee")

OF THE SECOND PART

WITNESSES that in consideration of the fees to be paid and the mutual covenants to be observed and performed by each of the parties, the parties agree as follows:

1. During the period of _____ commencing on _____, and ending on _____, and for so long as the license fees referred to in this agreement and all other amounts payable hereunder by the Licensee are paid in a timely way and the Licensee complies with such reasonable rules as are established from time to time by the Licensor and otherwise subject to the terms hereof, but for no greater period than three years inclusive of all renewals, the Licensor hereby permits the Licensee to use those parts of the Licensor's building known as _____, being described in the attached schedule (such parts of the building and all means of access thereto being hereinafter collectively referred to as the "Licensed Areas").

2. The Licensee shall pay to the Licensor a license fee for its use of the Licensed Areas in accordance with the provisions of the attached Schedule, together with any applicable HST.

3. The Licensed Areas shall be used only for the purposes set out in the attached Schedule, and for no other purpose whatsoever.

4. (a) The Licensor shall not be liable for any loss or damage sustained by the Licensee resulting directly or indirectly from the use of the Licensed Areas or any part thereof or for any reason at any time whether during or after the term of this agreement, nor shall it be liable for any loss of or damage to the Licensed Areas however occasioned except if such loss or damage is caused by the negligence or willful act of the Licensor or anyone for whom the Licensor is at law responsible. The Licensee shall be liable for all loss or damage caused to the Licensed Areas by the operations of the Licensee and by the negligence or willful act of the Licensee or anyone for whom the Licensee is at law responsible.

(b) The Licensee shall indemnify and save the Licensor, The Synod of the Diocese of Niagara, the Bishop of Niagara and the Anglican Church of Canada harmless from and against any and all costs, expenses, claims and demands arising from any default hereunder by the Licensee, and any and all claims by or on behalf of any person, firm or corporation arising from the use of the Licensee of the Licensed Areas and from any act or negligence of the Licensee or any agent, contractor, servant, employee, customer or invitee of the Licensee or any other party for whom the Licensee is at law responsible, and from and against all costs, fees, expenses and liabilities arising from or incurred in respect of any such claim or any action or proceeding brought thereon.

5. (a) The Licensee shall obtain and carry (a) "All Risks" Tenants Legal Liability insurance covering all property of the Licensor, in an amount equal to full replacement value; (b) Bodily injury and property damage liability insurance against claims for personal injury, death or property damage arising out of all operations of the Licensee or any of its agents, employees, contractors or persons for whom the Licensee is at law responsible, in amounts as required by the Licensor but in no event less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence; and (c) any other coverage that the Licensor may reasonably request. All such insurance shall be on such terms and with such insurers as are approved by the Licensor, acting reasonably, shall include the Licensor as a "Additional Insureds, but only with respect to the operations of the Named Insured", and the Licensee shall promptly deliver to the Licensor copies of all such insurance policies or certificates of insurance, and any changes to said policies, and renewal, evidencing such insurance coverage.

(b) The Licensee shall not do or permit to be done upon the Licensed Areas anything which shall cause the rate of insurance upon the Licensor's building to be increased, and if such rate of insurance shall be increased by reason of anything done or committed or permitted to be done or committed by the Licensee, or by anyone permitted by the Licensee to be done upon the Licensed Areas, the Licensee shall pay to the Licensor on demand, the amount of such increase. The Licensee will comply in every respect with the rules and regulations, if any, of the Insurance Bureau of Canada (IBC) or any successor or substitute body, and with the requirements communicated to the Licensee of the Licensor's insurance company or companies having policies insuring the Licensor's building or the use thereof.

6. The Licensee shall return the Licensed Areas to a clean and tidy condition after each occasion of its use thereof.

7. The Licensee agrees not to impede in any way the officers, employees or agents of the Licensor in the exercise by them of the Licensor's rights of control of the Licensed Areas and, in particular, to give all reasonable assistance and facilities to such officers, employees or agents for repair, construction, renovation, alteration or maintenance at any time of the Licensed Areas.

8. The Licensed Areas, including all means of access thereto, will at all times be and remain subject to the exclusive control and authority of the

Licensor, and the Licensor may establish such reasonable rules relating to the use of the Licensed Areas as it may from time to time see fit.

9. (a) The Licensee shall not be entitled to make any alterations, changes, additions, deletions, improvements or any other work in or to the Licensed Areas without the consent of the Licensor, which consent may be unreasonably withheld.

(b) From time to time, the Licensor may make alterations, changes, additions, deletions, improvements or any other work in and to the Licensed Areas or any part thereof.

(c) If the Licensed Areas or any part or parts thereof become damaged or destroyed, the Licensor shall have the right to terminate this agreement upon written notice to the Licensee.

10. The parties agree to use their best efforts to resolve any disputes which may arise in respect of the Licensee's use and occupation of the Licensed Areas and all other matters arising from this agreement. Each party shall appoint representatives for the purpose of ensuring that effective communication is established and the parties agree that their respective representatives as of the date hereof are as set out in the attached Schedule. The representatives of the parties shall meet from time to time to consider and discuss any matters pertaining to this agreement.

11. (a) The Licensee shall, at the Licensee's sole expense, comply with all laws, orders, ordinances and regulations of federal, provincial or municipal authorities and with any direction made pursuant to law or by any public officer or officers, which relate to the Licensee's use and occupation of the Licensed Areas (collectively, the "Laws").

(b) If at any time during the term of this agreement, because of the use or occupation of the Licensed Premises by the Licensee, either party receives notice that the Licensed Areas fail to comply with any Laws, the Licensee will immediately take steps to correct any deficiencies, at the Licensee's sole expense, provided the Licensor shall, acting reasonably, have first approved in writing such steps.

12. The Licensee agrees:

(a) to pay the license fees and all other moneys in accordance with the terms of this agreement;

(b) to comply with the terms and conditions of this agreement;

(c) to observe the rules and regulations of the Licensor in respect of the Licensed Areas and, in this regard, the Licensee acknowledges receipt of a copy of the Sexual Misconduct Policy of The Synod of the Diocese of Niagara, that it understands the contents of such Policy, and agrees, in its use of the Licensed Areas, to comply with, and to cause its staff and volunteers to comply with, such Policy;

(d) to obtain, at its expense, all licenses and permits which may be required for the operations of the Licensee; and

(e) to forthwith make all repairs and/or replacements to the Licensed Areas which may arise from or be caused by the operations of the Licensee or those for whom it is at law responsible.

13. Either the Licensors or Licensee shall have the right, at any time, upon 60 days written notice to the other, to terminate this agreement without any further obligation to pay the license fee pursuant to section 2 hereof.

14. The Licensors shall have the right to terminate this agreement if:

(a) the Licensee shall be in default in the payment of the license fees hereunder and such default continues for a period of five (5) days after written notice by the Licensors to the Licensee specifying such default; or

(b) the Licensee shall be in default in the observance or performance of any provision hereof and such default has not been remedied or continuous diligent efforts to remedy same have not been taken within fifteen (15) days after written notice by the Licensors to the Licensee specifying such default; or

(c) the Licensee defaults in the performance of any of its other obligations hereunder and such default cannot be remedied by the Licensee; or

(d) the Licensee becomes insolvent or makes an assignment for the benefit of creditors or in bankruptcy, or proceedings are commenced against the Licensee pursuant to the *Bankruptcy and Insolvency Act* (Canada), or if the Licensee is declared bankrupt, or takes the benefit of any legislation that may be in force for bankrupt or insolvent debtors or if any other proceedings are taken by or against the Licensee under any winding-up legislation, or if the Licensee makes any sale of its assets under the *Bulk Sales Act* (Ontario).

In addition to such right of termination, the Licensors shall also be entitled to pursue all other remedies available to it, whether hereunder or at law, arising as a result of the occurrence of any of the foregoing events.

15. The Licensee acknowledges and agrees that this Agreement creates a license in respect of the Licensed Areas only and is not a tenancy and accordingly, the Licensee is not entitled to the benefit of the provisions of the *Residential Tenancies Act*, S.O. c.17 or the *Commercial Tenancies Act*, R.S.O. c.L.7.

16. Any notice, request or demand required, permitted or desired to be given hereunder shall be sufficiently given if delivered as follows:

if to the Licensors, at: _____

Attention = - - - - -

if to the Licensee, at: — — — — —

Attention: _____

17. The parties each agree to execute such further assurances and do such other acts, each at their own expense, as may reasonably be required to carry out the proper intent of this agreement.

18. This license constitutes a personal agreement between the parties and no right hereunder is capable of assignment or transfer by the Licensee, and nothing herein shall be construed as creating an interest in land or any greater right than a license personal between the parties.

IN WITNESS WHEREOF the parties hereto have executed this agreement.

[LICENSOR]

By:

Name:

Title: Incumbent

By:

Name:

Title: Churchwarden

By:

Name:

Title: Churchwarden

[LICENSEE]

By:

Name:

Title:

By:

Name:

Title:

SCHEDULE TO LICENSING AGREEMENT

Licensed Areas or Space

[Note for Completion: describe in detail the area(s) of the building which the Licensee is entitled to use]

License Fee

[Note for Completion: set out all amounts to be paid by the Licensee, when and how often they are to be paid, where they are to be paid]

Permitted Uses

[Note for Completion: describe in detail exactly what the Licensed Areas can be used for; if of concern, also describe what the Licensed Areas cannot be used for]

Designated Contact Person for Licensee

[Note for Completion: set out names of representatives from each of the Licensor and the Licensee to be established as the initial contacts]