**LICENSE AGREEMENT**

THIS AGREEMENT (the “**Agreement**”) is made this [#] day of [month], 20[year] (the “**Effective Date**”) between [insert legal name of parish / corporation] (the “**Licensor**”) and [insert legal name of group using the space] (the “**Licensee**”) (each a “**Party**” or collectively, the “**Parties**”).

**BACKGROUND**:

1. Licensor desires to license portions of its property located at **[insert full mailing address]** as follows: [describe in detail the area(s) and/or rooms of the building which the Licensee is entitled to use] **(the “Licensed Areas”)**;
2. The Licensee desires to engage the Licensed Areas for the purposes of [insert a brief description of the activity the group will be undertaking while licensed to use the space; for example: worship, recreational activities with children, providing childcare, holding a monthly meeting.]
3. Licensor possesses and is able to provide the Licensed Areas and its related services contemplated herein.

**IN CONSIDERATION** of the mutual covenants of the parties hereinafter contained and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

**Article 1 - Makeup of Agreement and Interpretation**

1.1 Unless the context requires otherwise, words herein that import the singular shall include the plural, and vice versa.

1.2 All headings and captions are for reference purposes only and in no way affect the interpretation or construction of this Agreement.

**Article 2 –License Fees**

2.1 The fee (the “License Fees”) payable by the Licensee to Licensor shall be as follows:

 [Insert a description of the monthly, yearly or per use fee, including any stipulations for how payments should be made and to whom]

**Article 3 – Term and Termination**

3.1 The term of this Agreement shall commence as of [#] day of [month], 20[year] (the “**Commencement Date**” and terminate on [#] day of [month], 20[year] (the “**Termination Date**”).

3.2 Either the Licensor or Licensee shall have the right, at any time, upon sixty (60) days written notice to the other, to terminate this Agreement without any further obligation to pay the License Fees (“**Early Termination**”).

3.3 The Licensor shall have the right to terminate this agreement if:

1. the Licensee shall be in default in the payment of the aforementioned License Fee and such default continues for a period of five (5) days after written notice by the Licensor to the Licensee specifying such default; or
2. 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 Licensor to the Licensee specifying such default; or
3. the Licensee defaults in the performance of any of its other obligations hereunder and such default cannot be remedied by the Licensee; or
4. 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 Licensor 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.

**Article 4 –Licensed Area**

4.1 The Licensed Area shall be used only for the purposes set out above and for no other purpose whatsoever, in a manner that is consistent with the values of the Anglican Church of Canada and respecting the dignity of every human being.

4.2 The Licensee acknowledges and understands**:**

1. No smoking or vaping is allowed in the Licensed Areas;
2. The Licensee shall return the Licensed Areas to a clean and tidy condition after each occasion of its use thereof;
3. 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.

4.3 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.

4.4 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.

4.5 The Licensee shall report any breakage or damage to the Licensed Areas to **[insert name of parish/building contact person].** Any damage to the Licensed Areas or equipment that is deemed to have been caused by the Licensee shall be borne by the Licensee. 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.

**Article 5 – Representations and Warranties**

5.1 The Licensee covenants and agrees:

1. To pay the License Fee and all other moneys in accordance with the terms of this Agreement.
2. To comply with the terms and conditions of this Agreement.
3. To observe the rules and regulations of the Licensor in respect of the Licensed Areas and, in this regard. The Licensee further agrees that in its use of the Licensed Areas, it shall comply and cause its staff and volunteers to conduct the Licensee’s activities in a manner that does not tolerate harassment, discrimination, violence, or abuse.
4. To obtain, at its expense, all licenses and permits which may be required for the operations of the Licensee.
5. 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.
6. 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.
7. To 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").
8. 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.

**Article 6 – Indemnity and Waiver**

6.1 The Licensee covenants and agrees:

1. The Licensee shall release, waive and discharge the Licensor and any and each of its respective successors, assigns, affiliates including The Synod of the Diocese of Niagara, the Bishop of Niagara and the General and Provincial Synods of the Anglican Church of Canada, officers, directors, leaders, volunteers, managers, agents, lawyers, employees, and all third parties (the “Released Parties”), from all manner of actions and causes of actions, suits, debts, accounts, judgements, claims and demands whatsoever in law or equity (including costs and legal fees) by or on behalf of any person, firm or corporation arising from the use of the Licensee or Licensed Areas and from any act or negligence of the Licensee or any agent, contractor, servant, employee, customer or invitee of the License or any party for whom the Licensee is at law responsible, from and against all costs, and fees including all claims arising out of such claim or any action or proceeding brought thereon.
2. The Licensee shall assume any and all risk involved in or arising from voluntary participation in any or all activities on the Licensed Areas without limiting the risk of death, bodily injury or property damage.
3. The Licensee shall recognize that the World Health Organization has classified the Coronavirus Disease (“**COVID-19**”) outbreak as a global pandemic and is/are aware of the risks of COVID-19 when gathering on the Licensed Areas.
4. The Licensee shall indemnify, defend and hold harmless Licensor and its respective successors, assigns, affiliates, including The Synod of the Diocese of Niagara, the Bishop of Niagara and the General and Provincial Synods of the Anglican Church of Canada, officers, directors, managers, agents, lawyers and employees from any and all claims, causes of action, damages, judgements, costs or expenses including legal fees, arising in anyway by the Licensee’s use of the Licensed Areas.
5. 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 they be liable for any loss or damage caused 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.
6. The Licensee shall be liable for all loss or damage sustained by 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 (collectively the “Licensee’s Invitees”), 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, and for any loss of or damage caused to the Licensed Areas by the operations of the Licensee and the Licensee’s Invitees.

6.2 During the Term of this Agreement, the Licensee shall indemnify from and against, and shall pay to the Licensor as an additional License Fee, all real property taxes, rates, duties and assessment (including local improvement rates) impost charges or levies, whether general or special, that are levied, charged or assessed from time to time by lawful authority, whether federal, provincial, municipal, school or otherwise, and any taxes payable by the Licensor which are imposed in lieu of, or in addition to any such realty taxes (collectively “**Realty Taxes**”) arising in consequence of any business carried on by the Licensee or anyone else, or in respect of the use or occupancy of the Licensed Areas by the Licensee.

6.3 The Licensee understands that if the occupancy of the Licensed Areas, the conduct of business in the Licensed Areas, or any acts or omissions of the Licensee in the Licensed Areas or any part thereof, causes or results in any increase in premiums for the insurance carried from time to time by the Licensor with respect to the Licensed Areas, the Licensee shall pay any such increase in premiums as an additional License Fee forthwith after invoices for such additional premiums are rendered by the Licensor.

**Article 7 – Insurance**

7.1 The Licensee shall:

1. 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 agent, contractor, servant, employee, customer or invitee of the Licensee, or anyone 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 and The Synod of the Diocese of Niagara as an "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;
2. 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 upon the Licensed Areas, the Licensee shall pay to the Licensor on demand, the amount of such increase; and
3. obey 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.

**Article 8 – Dispute Resolution**

8.1 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 Section 9.4.

**Article 9 – General**

9.1 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no representations, warranties, conditions, covenants or other agreements, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement, except as specifically set forth herein.

9.2 **No Tenancy.** 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 and nothing herein shall be construed as creating an interest in land or any greater right than a license personal between the parties.

9.3 **Enurement.** This Agreement shall be binding upon and shall enure to the benefit of the Parties hereto and their respective estates, heirs, executors, successors, administrators, assigns, agents, litigation guardians, guardians and next friends, from time-to-time.

9.4 **Notice.** Any notices or delivery required by this Agreement will be deemed completed when received in writing to the email below:

 **Licensor**

 Attention: [insert name of contact]

 Email:[insert email address]

 **Licensee**

Attention: [insert name of contact]

 Email:[insert email address]

9.5 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

9.6 **Waiver and Amendment.** No modification, amendment or waiver of any provision of this Agreement will be binding or valid unless in writing and executed by all Parties. No failure to enforce any provisions of this Agreement will be construed as a waiver or thereafter present any Party from enforcing the same or any other provision of this Agreement.

9.7 **Assignment.** The Parties shall not assign or otherwise transfer any of their respective rights or obligations under this Agreement without the prior written consent of the other Party.

9.8 **Force Majeure.** A party to this Agreement will be free of liability where the party is prevented from executing their obligations under this Agreement in whole or in part due to force majeure, such as earthquake, flood, fire and war, communicable diseases or any other unforeseen and uncontrollable event where the party has communicated the circumstance of the said event to any and all other parties and taken any and all appropriate action to mitigate the said event. The length of time of this Agreement under such suspension will be added to the Term.

9.9 **Remedies.** The rights and remedies of a Party under this Agreement are cumulative and are in addition to, and not in substitution for, any rights or remedies provided by law or by equity, and any single or partial exercise by a Party of any right or remedy for a default or breach of any term, covenant, condition or agreement contained in this Agreement does not waive, alter, affect or prejudice any other right or remedy or other rights or remedies to which such Party may be entitled for such default or breach.

9.10 **Further Assurances.** 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.

9.11 **Counterparts and Electronic Execution.** This Agreement may be executed in any number of counterparts each of which will be deemed to be an original, and all of which taken together will be deemed to constitute one and the same instrument. This Agreement may be executed and delivered by electronic means and each of the Parties may rely on such electronic execution as though it were an original hand-written signature.

**[SIGNATURE PAGE TO FOLLOW]**

**IN WITNESS WHEREOF** the Parties have duly executed this Agreement under seal and delivered the same on the day and the year first above written.

 **LICENSOR:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Per:

Title:

*I have the authority to bind the Corporation.*

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Per:

Title:

*I have the authority to bind the Corporation.*

 **LICENSEE:**

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Per:

Title:

*I have the authority to bind the Corporation.*

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Per:

Title:

*I have the authority to bind the Corporation.*