

LICENCE TO OCCUPY SCOTT MANOR HOUSE

This Licence made the _____ day of _____ 20_____

Between: The Fort Sackville Foundation, a society duly incorporated under the *Societies Act* of Nova Scotia (the "Association") and

_____,
(the "Licensee")

NOW THEREFORE WITNESSETH by lease effective as of March 29, 2017, the Association did lease from the owner the lands and premises known as the Scott Manor House according to the terms and conditions as outlined in the lease;

AND WHEREAS the Licensee wishes to have the right, by way of license to occupy portions of the Scott Manor House at certain times and from time to time for the purposes of holding events and/or displaying certain arts and crafts;

AND WHEREAS the Association has agreed to provide to the Licensee the license to use portions of the Scott Manor House at times and in locations to be approved by the Association from time to time according to the terms and conditions of this licence;

IN CONSIDERATION of the fees to be paid, the premises, and the covenants on the part of the Licensee to be performed, the Association grants to the Licensee the non-exclusive licence to occupy certain areas (the "Licensed Areas") in the Scott Manor House as may be approved from time to time by the Association for the purpose of events sponsored by the Licensee during the period of one year from the date hereof, according to the terms and conditions as outlined below:

1. The Licensee covenants and agrees with the Association as follows:

(1) To pay the association for the licence a fee of \$1.00 (and other consideration) at the time of execution of this Agreement together with such other fees and charges as may be imposed by the Association at its discretion from time to time including, without limiting, the payment of the annual membership fee of the Association;

(2) Not to sell, offer for sale or dispose of anything from the Licensed Area except those items associated with the Licensee and to sell only in the licensed Areas;

(3) To indemnify the Association and its officers and employees from all claims, costs, and liabilities which may arise as a result of the granting of the licence;

(4) At all times to be subject to and strictly to comply with all orders, rules and regulations of the Association and the owner of the lands as may be implemented and enforced from time to time, and to ensure that the Licensed Area is perfectly clean, and that there is no accumulation of rubbish, waste paper or other combustible substance within the Licensed Area or other areas used for access to or from the Licensed Area;

(5) To comply with as a part of this licence the printed regulations of the Association and the owner of the lands attached to this licence;

(6) To permit the Association's manager and the owner of the lands or representative of either at any time to enter and inspect the Licensed Area;

(7) To be solely responsible for all acts or omissions due to or caused by any person at any time while the Licensee is in occupation of the Licensed Area or any portion of it and to indemnify the Association all such claims and losses;

(8) To effect such insurance as may from time to time be required by the Licensor or the owner of the licensed area;

(9) Not to assign or transfer this licence;

(10) The Association shall not be liable for any loss or damage sustained by the Licensee resulting directly or indirectly from the Scott Manor House, or any portion thereof being closed for any reason at any time during the term of this licence, nor shall it be liable for the loss of or injury to any property, goods or effects of the Licensee due to any cause whatever;

(11) To procure at its own expense all licenses and permits from municipal or provincial authorities which may be required to operate and conduct all of its activities in or about the Scott Manor House and to pay all taxes that may be levied against it as a result of the operation of its activities in the Licensed Area;

(12) In case the Licensee:

(a) Fails or refuses to comply with the orders or requests of the Association, or

(b) Permits any conduct or act which in the opinion of the Association is improper, or renders it inadvisable that the Licensee should be allowed to continue carrying on its activities; or

(c) Fails to comply with the terms and conditions in this licence, the Association may terminate this licence and take possession of the Licensed Area, and at the cost of the Licensee, remove its and all property related to the Licensee's Occupation pursuant to this licence therefrom, by force if necessary, and the

Association shall not be liable in damages or otherwise by reason thereof, and notwithstanding such termination or removal the licensee shall pay in full the licence fees;

(13) In case payment of fees and all other moneys is not made in accordance with the terms of this licence, this licence may be cancelled by written notice from the Association without prejudice to the Association's right to recover for moneys due and owing under this licence.

2. The Association reserves the right, at all times during the term of this licence, to alter, adjust, move, use and occupy the Licensed Areas which is approved from time to time, it being understood that this licence does not grant the exclusive right of possession of the Licensed Areas for any time during the term of this licence.

3. This licence shall automatically renew at the expiration of the initial one year term unless otherwise terminated pursuant to the provisions of paragraph 4, below.

4. This licence and all rights granted hereunder to the Licensee may be terminated by the Association at any time during the term upon providing not less than seven (7) days written notice to the Licensee. Upon such termination, the licensee shall immediately vacate the Licensed Areas as they exist.

5. This Agreement may be executed in counterparts and may be executed and delivered via facsimile transmission or other form of electronic transmission, including signatures, which counterparts and facsimile copies shall together constitute one and the same Agreement with the same effect as if originally executed and delivered.

WITNESS our hands and seals

SIGNED, SEALED AND DELIVERED in the presence of

FORT SACKVILLE FOUNDATION

Per: _____

Per: _____

NAME OF LICENSEE

Per: _____

Per: _____

Fort Sackville Foundation Regulations
License to Occupy Scott Manor House

The signed licence is to incorporate a copy of the *Fort Sackville Foundation Property Use Regulations* that has been duly initialed by both parties to the licence agreement.

Approved: January 23, 2020 and
amended February 15, 2024

to incorporate the attachment of a copy of the *Fort Sackville Foundation Property Use Regulations*, which become part of the agreement as stated in paragraph 1 (5).