

PARKING SPACE LICENCE

THIS LICENCE made this _____ day of _____, 20____,

BETWEEN:

Dan McNeely
(the "Licensor")

AND

(the "Licensee")

WHEREAS:

1. The Licensor is the owner of the lands and premises known as 2526 Diamondview Road, Carp, Ontario K0A 1L0 (the "Licensor's Property") upon which a parking lot (the "Parking Lot") is located; and
2. The Licensor and the Licensee have agreed that the Licensee shall have a licence to park and store a boat, recreational vehicle, camper or other similar vehicle approved by the Licensor on a portion of the Parking Lot in accordance with the terms hereof.

NOW THEREFORE this agreement (the "Agreement") witnesses that in consideration of the premises and the obligations herein expressed and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the Licensor and Licensee hereby agree as follows:

1. Licence

- (a) The Licensor hereby grants to the Licensee the licence (the "Licence") to use a parking space in the Parking Lot (the "Parking Space) identified on Schedule "A" attached hereto for a term (the "Term") commencing on the _____ day of _____, 20____, and ending on the _____ day of _____, 20____, together with the non-exclusive right to use all portions of the Parking Lot reasonably required for access to and from such Parking Space.
- (b) The Parking Space is accepted "as is" by the Licensee. Therefore, the Licensee acknowledges that the Licensor has no obligation to pave the Parking Lot.
- (c) The Licensee acknowledges that the Licensor has no obligations to delineate or separate the Parking Space from the remainder of the Parking Lot.

- (d) Access to and from the the Parking Lot will be controlled by, and must be coordinated with, the Licensor.
- (e) The Licensor has the option of terminating this license agreement at any time and for any reason upon providing the Licensee with 14 days notice of termination and a pro-rata reimbursement of the Licensee Fee will be made to the Licensee, as applicable.

2. Licence Fee

The Licensee shall pay to the Licensor a licence fee (the “Licence Fee”), without deduction, abatement or set-off, of \$_____ (plus all applicable goods and services tax or harmonized sales tax) payable in full on the date of this agreement.

3. Use

- (a) The Licensee may only use the Parking Space for the sole purpose of parking and storing a single boat, recreational vehicle, camper or other similar vehicle and the Parkins Space will not be used for any other purpose. All vehicles to be parked int the Parking Space must be pre-approved by the Licensor.
- (b) The Licensee shall at all times, in connection with the use of the Parking Space, ensure that the Licensee complies with:
 - i. all laws, directions, rules and regulations of all governmental authorities having jurisdiction;
 - ii. all requirements of all insurance companies having policies covering or relating to the Parking Lot; and
 - iii. all reasonable rules and regulations promulgated by the Licensor with respect to the Parking Lot.

4. Maintenance

The Licensor shall be responsible for the operation, administration, repair, maintenance and management of the Parking Lot including, without limitation:

- (a) snow removal, maintenance and operation of the Parking Lot as required to keep it in an appropriate standard for parking the permitted vehicles listed above; and
- (b) repairs, replacements and improvements to the Parking Lot as required to keep it in an appropriate standard for parking the permitted vehicles listed above.

5. Insurance and Indemnity

- (a) The Licensee shall maintain an insurance policy, including public liability and property damage insurance coverage, in an amount not less than two million dollars (\$2,000,000) per occurrence, which insurance shall name the Licensor as an additional insured. Upon

the Licensor's request, the Licensee shall provide evidence reasonably satisfactory to the Licensor that such insurance coverage is in force, and the policy shall require notification to the Licensor in advance of any material adverse change or cancellation of such policy.

- (b) The Licensee shall indemnify and save harmless the Licensor against all actions, suits, claims, damages, costs and liabilities arising out of or as a result of:
 - i. any breach, violation, or non-performance of the terms, covenants and obligations on the part of the Licensee set out in this Agreement;
 - ii. any damage to the Licensor's Property occasioned by the use of the Parking Lot by the Licensee, its employees, contractors, invitees and others for whom it is in law responsible; and
 - iii. any injury to or death of any person resulting from the use of the Parking Lot by the Licensee, its employees, contractors, invitees and others for whom it is in law responsible.

- (c) The Licensee shall use the Parking Space at its sole risk, and the Licensor shall not be liable for any loss, injury or damage caused to persons using the Parking Space or to automobiles or their contents or any other property, the responsibility for insuring against any such loss, injury or damage being that of the Licensee, who hereby waives, on behalf of itself and its insurers, any rights of subrogation against the Licensor. In addition and without limitation, the Licensee agrees that the Licensor, regardless of negligence or alleged negligence on the part of the Licensor or any breach of this Agreement by the Licensor and, notwithstanding anything else herein contained, shall not be liable for and hereby releases the Licensor from:
 - i. any and all claims, actions, causes of action, damages, demands for damages and other liabilities for or related to:
 - a. any bodily injury, personal injury, illness or discomfort to or death of the Licensee or any of its employees, contractors, invitees and others for whom it is in law responsible, in or about the Parking Lot; and
 - b. any loss or damage to all property in or about the Parking Lot owned by the Licensee or any of its employees, contractors, invitees and others for whom it is in law responsible;

- (c) any act or omission (including theft, malfeasance or negligence) on the part of any agent, contractor or person from time to time employed by the Licensor to perform any maintenance or other work in or about the Parking Lot; and

- (d) any indirect or consequential damages including, but not limited to, loss of profit.

6. Default and Remedies

- (a) Any of the following occurrences or acts shall constitute an event of default by the Licensor or Licensee (as applicable) under this Agreement:
- i. if a party shall fail to make any payment of any sums herein required to be paid, where such failure shall continue for five (5) days after the other party shall have given the defaulting party notice specifying such failure; and
 - ii. if a party shall fail to perform any covenant or condition to be performed or observed by such party hereunder, where such failure shall continue for fifteen (15) days after the other party shall have given the defaulting party notice specifying such failure and, if such default cannot be reasonably cured within such fifteen (15) day period, such longer period as may be reasonably required to cure such default.
- (b) In the event default shall occur and continue after the above periods, the non-defaulting party, in addition to all other rights it may have, shall have the following rights:
- i. the non-defaulting party may immediately terminate this Agreement and the Term by giving written notice of such termination to the defaulting party. Any payments for which the Licensee is liable under this Agreement shall thereupon be apportioned and paid in full and refunded, if necessary, to the date of such termination, and the Licensee shall immediately deliver possession of the Parking Space to the Licensor and the Licensor may re-enter and take possession thereof;
 - ii. the non-defaulting party may perform the covenant or condition required to be performed or observed by the defaulting party and the costs of doing so shall be a debt from the defaulting party to the non-defaulting party and, if the Licensor is the defaulting party, may be set off against any future Licence Fee payments; and
 - iii. if the Licensee is the defaulting party, upon written notice to the Licensee, the Licensor may re-enter the Parking Space.

7. Assignment

- (a) The Licensee shall not assign this Agreement, in whole or in part, or enter into any sublicense or otherwise permit any other party to occupy the Parking Lot or any part thereof without the written consent of the Licensor, which consent may be unreasonably or arbitrarily withheld.
- (b) This Agreement may be assigned by the Licensor in conjunction with a sale or financing of the Licensor's Property. The Licensor shall cause any purchaser of the Licensor's Property (which shall include a tenant of the whole of the Licensor's Property) to assume its obligations herein. The Licensor shall not be liable for any obligations hereunder arising after any assumption of this Agreement by a purchaser of the Licensor's Property.
- (c) Subject to the foregoing, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

8. Notices

- (a) Any demand, notice, direction or other communication to be made or given hereunder (in each case, "Communication") shall be in writing and shall be made or given by personal delivery, courier, facsimile transmission, or sent by registered mail, charges prepaid, addressed as follows:

To the Licensor: Dan McNeely
 P.O. Box 30031, RPO, Village Mall
 Red Deer, AB T4N 1H7

To the Licensee: _____

or to such other address or facsimile number as any party may, from time to time, designate in accordance with this section.

- (b) Any Communication made by personal delivery or by courier shall be conclusively deemed to have been given and received on the day of actual delivery thereof or, if such day is not a Business Day, on the first Business Day thereafter. Any Communication made or given by facsimile on a Business Day before 5:00 p.m. (local time of the recipient) shall be conclusively deemed to have been given and received on such Business Day, and otherwise shall be conclusively deemed to have been given and received on the first Business Day following the transmittal thereof. Any Communication that is mailed shall be conclusively deemed to have been given and received on the fifth Business Day following the date of mailing but if, at the time of mailing or within five (5) Business Days thereafter, there is or occurs a labour dispute or other event that might reasonably be expected to disrupt delivery of documents by mail, any Communication shall be delivered or transmitted by any other means provided for in this section. When used in this Agreement, "Business Day" shall mean a day other than a Saturday, Sunday or any statutory holiday in the province in which the Parking Lot is located.

9. Miscellaneous

- (a) The Licensor and Licensee shall, without charge, at any time and from time to time, within ten (10) days after request by the other party, certify by written instrument to the other party or any other person, firm or corporation specified by the other party, that this Agreement is unmodified and in full force and effect (or, if there have been any modifications, that this Agreement is in full force and effect as modified and stating the modifications), whether or not there are then existing any known set-offs or defences against the enforcement of any of the agreements, terms, covenants or conditions of the certifying party to be performed or complied with and, if so, specifying the nature of same

and confirming the dates, if any, to which any charges hereunder have been paid.

- (b) This Agreement constitutes the entire agreement of the parties with respect to the matters governed by it and supersedes all prior agreements and understandings, whether written or oral, relative to the subject matter hereof. Except as otherwise specifically set forth in this Agreement, neither party makes any representation or warranty, express or implied, statutory or otherwise, to the other. This Agreement may not be amended or modified except by a written instrument executed by both parties.
- (c) If the Licensee remains in possession of the Parking Space after the end of the Term with the consent of the Licensor and without the execution and delivery of a new agreement, there shall be no tacit renewal of this Agreement or renewal or extension of the Term, nor shall a licence from year to year be created but, notwithstanding any statutory provisions to the contrary, a monthly licence shall be created, which may be terminated by either party on one month's notice.
- (d) This Agreement is governed and by the laws of the Province of Ontario and the Federal laws of Canada applicable therein.
- (e) This agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall be construed together, and shall constitute one and the same agreement.
- (f) Unless the context otherwise requires, words importing the singular in number only shall include the plural and *vice versa*, words importing the use of gender shall include the masculine, feminine and neuter genders, and words importing persons shall include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

Witness:

Dan McNeely

Witness:

Name of Licensee:

SCHEDULE "A"

SKETCH OF PARKING LOT