

Non-Exclusive License Agreement

Licensor: _____ Anthem Parks West Ltd. _____ (the "Licensor")

Property: _____ Parks West Mall _____ (the "Property")

Licensee: _____ (the "Licensee")

Contact: _____

Email (mandatory): _____

Address: _____

Phone: _____ **Mobile:** _____

Event Name: _____ (the "Event")

Licensee Use: _____ (the "Use")

Area of Property: _____ (the "Area")

For Profit: ☐ **Commercial:** ☐

Start Date: _____ **End Date:** _____

Is access to electricity needed? ☐ Yes ☐ No

(If yes, Licensee must provide their own extension cords. See Schedule A, Rule 16.)

License Fees

Non-Profit: \$15.00 per table per day x _____ tables x _____ days = \$ _____

For Profit: \$70.00 per table per day x _____ tables x _____ days = \$ _____

of Chairs: _____ **Total License Fee: \$** _____

Payment Terms

- All payments are **non-refundable** and must be made via **Certified Cheque** (to the Licensors named above) or **Cash**.
- This fully executed License Agreement and payment must be received by the Licensors **no later than five (5) business days** prior to the scheduled Event date, otherwise the request may be forfeited to the next organization on the waiting list.
- A confirmation email will be sent to the Licensee upon receipt of payment.
- **No refunds** will be issued, should the Licensee cancel the reservation on less than five (5) business days' notice.

Office Use:	
Payment received on:	
Amount received:	
Proposed location:	
Confirmation by:	

RENT: The Licensee shall pay to the Licensors, by Cash or Certified Cheque, no less than five (5) business days in advance of the Start Date, the License Fee plus applicable taxes.

GRANT: The Licensors agree that the Licensee may use and occupy the Area of the Property for the purpose of the Licensee's Use, subject to all terms and conditions.

INSURANCE: The Licensee shall indemnify and hold harmless the Licensors and all other named insureds against any and all claims, demands, damages, costs and expenses arising from the conduct of the Event on the Property by the Licensee and/or arising from any act or omission of any person, or persons participating in the Event or guest or patron on the Property. The Licensee shall provide to the Licensors, **at least two (2) business days prior** to occupancy of the Area of the Property, satisfactory evidence that the Licensee carries and has in full force and effect, **public liability and property damage insurance** in connection with the Licensee Use in an amount not less than One Million Dollars (\$1,000,000) and naming the Licensee and additional insureds as follows: Anthem Parks West Ltd. / Anthem Crestpoint Shopping Centres LP / Anthem Crestpoint Shopping Centres GP Ltd. / Anthem works Ltd. And all affiliates.

FOOD HANDLING REGULATIONS (PROVINCE-SPECIFIC): If the event includes sale or distribution of food, the Licensee must comply with local laws.

Alberta: [Food Regulation \(AR 31/2006\) under the Public Health Act](#)

Licensee is responsible for obtaining any necessary temporary food permits or exemption documentation.

RULES AND REGULATIONS: The Licensee acknowledges receipt of and agrees to comply with the rules and regulations of the Licensor, as attached hereto as Schedule “A”, regarding the conduct during an event, and the usage of the Property, including designated parking areas. Failure to do so shall result in termination of this License Agreement at the Licensee’s expense.

DETRIMENTAL ACTIVITY: The Licensor retains the right to remove any display or end any activity the Licensor, in its sole discretion, deems to be detrimental to the décor and/or function of the Property. **Products and/or services displayed and/or for sale MAY NOT compete with any other tenants of the Property.**

TERMINATION: The Licensor and the Licensee each have the right to terminate this License Agreement at any time by giving the other party **five (5) business days’ written notice**. Otherwise, this License Agreement shall terminate automatically on the **End Date**.

LICENSOR:

LICENSEE:

Authorized Signatory

Authorized Signatory

Name: _____

Name: _____

Date: _____

Date: _____

SCHEDULE A

RULES AND REGULATIONS

For all Licensees, Temporary Tenants, Events, Displays, Ticket Sales, Bake Sales, and Commercial Displays:

1. The Property is private property which supports and facilitates patronage of the stores and services. If any Event held on the Property interferes with the normal use of the Property, the Licensor shall have the right, at its sole discretion, to terminate this Licensee.
2. The Licensee must complete interior displays prior to 10:00 a.m. on the Start Date and remove after the Property closes for business on the End Date. The Licensee shall remove all items and refuse from the Licensee's table and leave the table and surrounding area in a clean and broom-swept condition.
3. The Licensee's display must be kept in a clean, uncluttered condition at all times. Ancillary items such as cleaning supplies, etc., must be stored out of sight.
4. SIGNAGE required for the Licensee's display must be professional in appearance. Handmade signage is not permitted. The Licensee shall submit to the Licensor format, size, and content of any proposed signage for the Licensor's approval in advance. Signage, posters, flyers, and brochures shall not be affixed to any wall, mirror, glass, or other surface on the Property without prior written consent of the Licensor.
5. Displays, backdrops, etc. may not exceed a height of five (5) feet.
6. Food or beverage shall not be brought into or consumed in the Licensee's display area.
7. The Licensor shall determine the positioning of tables and displays. Tables shall not be moved by the Licensee or any other licensee.
8. For liability reasons, the Licensor shall set up and take down the tables and chairs. The Licensor shall not be liable for any personal injury to the Licensee and/or its staff/employees/volunteers.
9. The Licensee shall be responsible for any damage to the Property as a result of the Licensee and/or its staff/employees/volunteers' actions.
10. The Licensee shall obtain all necessary city/Town/Provincial/Federal licenses for the Licensee's Use on the Property.
11. Ticket vendors must provide a copy of the Provincial Lotter License (Games License) along with this application form.

- 12. Ticket vendors may not solicit on or in the Property on any other date than specified in this application form.
- 13. The Licensee and/or its staff/employees/volunteers must not solicit from or approach any customers, patrons, guests, or employees on the property. Customers must approach the Licensee’s table of their own volition.
- 14. Bake sales must follow the [alberta.ca/low-risk-home-prepared-foods](https://www.alberta.ca/low-risk-home-prepared-foods) [Food Regulation - Open Government](#)
- 15. Smoking on or in the Property is strictly prohibited.
- 16. Electrical access is available upon request. Licensees must provide their own extension cords. All electrical cords must be securely attached to the floor.
- 17. The Licensee’s staff/employees/volunteers must be made aware of these rules and regulations.
- 18. The Licensee table must be staffed at all times during the Property’s open hours.

Parks West Mall Regular Hours:

Monday to Wednesday	10 am – 6 pm
Thursday to Friday	10 am – 9 pm
Saturdays	10 am – 6 pm
Sundays & Holidays	11 am – 5 pm

Licensor’s Contact Information:

Parks West Mall
 480-900 Carmichael Lane
 Hinton, AB T7V 1Y6
 PH: 780-865-1999
 E: spotter@anthemproperties.com
 or sgriffiths@anthemproperties.com