

**Short Term Facility Rental License Agreement**  
**BOEHME COMMUNITY CENTRE**  
**30 Ash Street, Grandview Beach**  
**S0G 1C0**

This Agreement (the “**Agreement**”) dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BETWEEN:

Resort Village of Grandview Beach  
Recreation Board

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(the "**Licensor**"),

- and-

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(the "**Licensee**"),

**WHEREAS** the Licensor and Licensee have agreed that the Licensee may use the portion of the Licensor's lands and premises described in this Agreement for the purpose, during the time, and on the terms and conditions set out in this Agreement.

**WHEREAS** all notices, requests, consents, and other communications hereunder shall be sent to the respective parties at one of the following addresses:

| <u><b>Licensor Contact Information</b></u> |
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| <b>Mailing Address:</b>                    |
| <br>                                       |
| <b>Phone :</b>                             |
| <br>                                       |
| <b>Email :</b>                             |
| <br>                                       |
| <b>Attention :</b>                         |
| <br>                                       |

| <u><b>Licensee Contact Information</b></u> |
|--|
| <b>Mailing Address:</b>                    |
| <br>                                       |
| <b>Phone :</b>                             |
| <br>                                       |
| <b>Email :</b>                             |
| <br>                                       |
| <b>Attention :</b>                         |
| <br>                                       |



2. **Personal Licence.** The parties acknowledge and agree that the rights granted to the Licensee in this Agreement create a licence personal to the Licensee and shall not in any manner whatsoever constitute a lease, an easement, or any other interest in land.

3. **Licensee Responsible for Compliance with Laws and Rules.** The Licensee covenants and agrees that it shall, at all times, comply with the common law and all statutes, regulations, by-laws, orders, permits, guidelines, licences, approvals, consents, and other laws of governmental authorities (collectively, "**Laws**") applicable to the Premises, Property, their use, the Licensee, Licensor, or operations at the Property. Without limiting the foregoing, the Licensee covenants and agrees to, at the Licensee's expense: obtain, prior to commencing to carry on the Permitted Use at the Premises, all permits, consents, licences, and approvals required from governmental authorities or other parties for the Premises or the Licensee for the Licensee to carry on the Permitted Use at the Premises in compliance with all Laws, and, at the Licensor's request, provide copies of such obtained permits, consents, licences, and approvals to the Licensor prior to commencing the Permitted Use.

4. **Licensor's Access.** The Licensee acknowledges that it has no rights to exclude the Licensor from the Premises and that the Licensor may enter the Premises and the Property at any time to inspect the state of repair, ensure compliance with this Agreement, or for any other reason. The Licensee is responsible to return all keys to the Hall Custodian, if keys are obtained from the Licensor. If the keys are not returned, the Licensee will be charged accordingly for the cost to re-key the building.

5. **Permitted Use.** The Licensee covenants and agrees that it shall use the Premises for the Permitted Use and for no other purpose. The Licensee covenants and agrees that during the Term, the Licensee shall:

- (a) not do or permit to be done on the Premises anything which is illegal or which may be a nuisance or disturbance to the Licensor or any neighbouring property;
- (b) operate the Permitted Use from the Premises in a clean, safe, and neat manner and keep the Premises in a clean, safe, and neat condition; and
- (c) not damage, or permit to be damaged, the Premises, the Property, neighbouring properties of the Property, the personal property of the Licensor at the Property.
- (d) not to remove any property belonging to the Boehme Community Centre.
- (e) not use nails, tacks or tape all on the walls. No alterations are to be made to the infrastructure belonging to the Hall without permission.
- (f) put all garbage is to be placed in the receptacles outside.

6. **Termination.** The parties covenant and agree that the Licensor shall have the right, exercisable at any time, to terminate this Agreement for any reason whatsoever on **five (5)** days' prior written notice to the Licensee before the beginning of the Term. At the end of the Term, the Licensee, at the Licensee's expense, shall:

- (i) remove all of the Licensee's personal property from the Premises,
- (ii) restore the Premises to the condition, subject to reasonable wear and tear, they were in before the start of the Term.

7. **Fee.** In consideration of the Licensor granting the Licence, the Licensee covenants and agrees to pay the Licensor (the "**Fee**") on or before the date described in Section 1. The parties acknowledge and agree that the Fee is a gross fee and includes, among other amounts, amounts for the costs of utilities and services supplied by the Licensor to the Premises for the Term.

8. **Security Deposit.** If a Security Deposit is requested by the Licensor, subject to Section 1, the Licensee covenants and agrees to pay to the Licensor, on or before the date this Agreement is executed, the Security Deposit as security for the performance by the Licensee of its obligations under this Agreement. The Licensor covenants and agrees to return to the Licensee any portion of the Security Deposit that is not

so used, applied, or retained. This Section 9 shall survive the expiry or earlier termination of this Agreement.

If the Licensee fails to clean the Premises by the end of the Term, the Licensor may use all or part of the Security Deposit, if one is required, to pay the Licensor's costs to have the work done, subject to Section 6. The Licensor may, but is not obligated to, apply the Security Deposit as penalty or to cover cost of repair for damage, subject to Section 6 and Section 10.

9. **Damage and Repair.** The Licensee covenants and agrees, subject to Section 6, that it is responsible for all costs to repair and restore damage caused by the Licensee, its employees, agents, customers, and invitees to the Premises. The Licensor shall notify the Licensee in writing of all damage before commencing any repair work.

10. **Alterations.** The Licensee covenants and agrees that it shall not make any additions, alterations, or improvements to the Premises without the Licensor's prior written consent.

11. **Insurance.** At the Licensor's request, the Licensee covenants and agrees to, at the Licensee's expense, obtain before the commencement of the Term such insurance as reasonably required by the Licensor. The Licensee shall provide evidence of such insurance to the Licensor prior to the commencement of the Term.

12. **Release.** The Licensee hereby releases the Licensor from all liability (including costs) for loss of, damage, or injury to the Licensee, other people or entities, the Licensee's property, or the property of other people or entities connected to or resulting from: (a) the Licensee's occupation, use, and operations at the Licensed Premises; (b) the Licensee's use of the Common Areas; (c) the granting or exercise of the Licensee's rights or performance of its obligations under this Agreement; or (d) a breach of this Agreement by the Licensee.

13. **Indemnity.** The Licensee hereby indemnifies and holds harmless the Licensor from and against any and all claims, costs, and other liabilities whatsoever that any or all of them may incur in connection with damage to or loss of any property or bodily or personal injury to or the death of any person or entity or any other type of claim, loss, or damage arising from, in connection with, or resulting from the Licensor granting this Agreement.

14. **Defaults.** Upon the Licensee committing an Event of Default, the Licensor may, but shall not be obligated to, retain the Security Deposit as penalty and/or pursue any other remedies available to the other party at law or in equity.

15. **Entire Agreement.** This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. Any amendment or modification of this Agreement shall not be binding unless in writing and signed by the Licensor and Licensee. This Agreement is governed by and construed in accordance with the laws of the Province of Saskatchewan and the federal laws of Canada applicable in that Province. This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and the Licensor's permitted assigns.

16. **Headings.** The headings contained in this agreement are inserted only as a matter of convenience and in no way define, limit, or extend the scope or intent of this Agreement or any provision of it.

[End of Agreement. Signatures of parties to follow.]

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date written above.

**LICENSOR:**

By: \_\_\_\_\_

Name:

Title:

**LICENSEE:**

By: \_\_\_\_\_

Name:

Title: