LICENCE AGREEMENT

THIS LICENCE AGREEMENT is made in duplicate and effective as of the 1st day of November, 2015 (hereinafter the "Agreement").

BETWEEN:

THE CORPORATION OF THE CITY OF BRANTFORD
(hereinafter referred to as the "Licensor")

- and -

SID SHEAR LTD. o/a SHEAR DISPLAY
(hereinafter referred to as the "Licensee")

WHEREAS the Licensor is the owner of light standards throughout the downtown area of the City of Brantford (the "Licensor's Property");

AND WHEREAS the Licensee carries on the business of providing holiday decorations and has entered into an agreement with the Downtown Brantford Business Improvement Association ("DBBIA") to install and maintain decorative snowflakes in the Licensor's Property, as further described in Schedule "A" attached hereto (the "Decorations");

AND WHEREAS the Licensor has agreed to allow the Licensee to install the Decorations on the Licensor's Property at fifty (50) locations chosen by the DBBIA in the area set forth in Schedule "B" attached hereto (the "Licensed Premises"), subject to the terms and conditions set forth herein;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of two dollars ($2.00), paid by the Licensee to the Licensor, and of the mutual covenants and agreements herein contained, and subject to the terms and conditions hereinafter set forth, the parties hereto agree as follows:

1.0 GRANT

1.1 The Licensor hereby grants to the Licensee, subject to the provisions of this Agreement:

(a) a non-exclusive licence to use the Licensed Premises described in Schedule "B", for the purposes of installing and maintaining the Decorations;

1.2 The Licensee acknowledges that it will use the Licensed Premises only for the purpose of installing and maintaining the Decorations and only for necessary connected activities. The Licensor has exclusive control over uses that interfere with the Licensor Lands. Use of the Licensor Lands and/or the Licensed Premises for any other purpose is strictly prohibited and may form grounds for termination of this Agreement.

1.3 The Licensee acknowledges that it will use and provide its own equipment and utilities and will not need the Licensor's equipment or utilities for the installation of the Decorations.

1.4 The Licensee acknowledges that it will obtain all necessary permits and approvals before commencing installation of the Decorations on the Licensed Premises.

2.0 TERM

2.1 Subject to the termination rights set out in this Agreement, the term of this Agreement (the "Term") shall be for a period of three (3) months, commencing on November 1, 2015 (the

"Commencement Date") and thereafter shall automatically expire and be terminated on February 1, 2016 (the "Termination Date").

3.0 TERMINATION

3.1 This Agreement shall terminate as follows:

(a) on the Termination Date of the initial Term; or

(b) by the mutual signed consent of the parties; or

(c) the Licensee agrees that where the Licensor is acting reasonably and requires all or part of the Licensed Premises for municipal purposes, the Licensor may at any time during the Term, terminate this Agreement by giving the Licensee two (2) weeks prior written notice of such termination; or

(d) if the Licensee is in default of any of its covenants, conditions or obligations contained in this Agreement, the Licensor shall deliver to the Licensee a written notice setting out the nature of the default and providing the Licensee with ten (10) days to remedy or cure such default. In the event the Licensee fails to remedy or cure such default to the complete satisfaction of the Licensor within the said ten (10) day period, then at the sole option of the Licensor this Agreement may be terminated forthwith without any penalty or cost to the Licensor. Notwithstanding any such termination, any obligations of the Licensee which are meant to survive the Termination Date shall so survive and continue to bind the Licensee.

3.2 In addition to the above section 3.1, the Licensor may terminate this Agreement immediately for any of the following reasons:

(a) the Licensee becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors or makes any proposal assignment or arrangement with its creditors; or

(b) the Licensee or its directors and/or officers in their capacity as directors and/or officers breaches any federal, provincial or municipal laws, regulations, policies or requirements; or

(c) an event occurs that brings into question the reputation of the Licensee such as being investigated and charged with criminal offences of fraud; or

(d) the Licensee is involved in any judicial or arbitral proceedings against the Licensor; or

(e) the Licensee becomes related or controlled by another entity to which any of subsections (a) to (d) applies.

3.3 Notwithstanding the termination of this Agreement during the term, any obligations of the Licensee which are meant to survive the Termination Date shall so survive and continue to bind the Licensee. Without limiting the generality of the foregoing, the indemnity provisions as contained in this Agreement shall survive the termination of this Agreement.

3.4 Within ten (10) days of termination of this Agreement the Licensee shall remove the Decorations and must restore the Licensed Premises to a condition satisfactory to the Licensor.

4.0 LICENSE FEE

4.1 The Licensee shall pay the Licensor a License Fee of two dollars ($2.00) (the "License Fee"), to be paid on the first day of the Term.

5.0 SUBLICENSING

5.1 The Licensee may not sublicense or otherwise assign this Agreement or any portion thereof.

6.0 NET AGREEMENT

6.1 The parties agree that under no circumstances, whether now existing or hereafter arising or whether beyond the present contemplation of the parties, shall the Licensor be expected, required or called upon to make any payment of any kind or nature whatsoever or be under any obligation or liability with respect to the Decorations. It being the further intention of the parties that all disbursements of money with respect to the Decorations, whether or not ordinarily made by a licensee, including all costs, expenses, charges which may arise or become due during Term, and any renewal or extension thereof, shall be paid and borne by the Licensee and not the Licensor and that the Licensor shall be indemnified and saved harmless by the Licensee from and against same.

7.0 INSTALLATION, RELOCATION, ALTERATIONS AND/OR IMPROVEMENTS TO THE DECORATIONS BY LICENCEE

7.1 Prior to the installation or relocation of the Decorations, including any alterations and/or improvements (save and except routine repairs and replacements only), the Licensee must notify the Licensor in writing of its intention to access the Licensor's Property for the purposes of same. Prior to the commencement of any work the Licensee shall:

(i) appoint a specific individual to act as a contact person with the Licensor for all matters relating to the planned work;

(ii) meet with the DBBIA representatives to discuss and review the plans for the initial installation work, including but not limited to the final placement of the Decorations and methods of attaching same;

(iii) ensure that the work is carried out at such times as are approved by the Licensor and that the work does not interrupt or interfere with the use of the Licensor's Property by the Licensor or the public.

7.2 For routine or wear and tear repairs and replacements, the Licensee shall schedule mutually convenient times with the Licensor to conduct such repairs and replacements in advance of such work being conducted.

7.3 The Licensee acknowledges and agrees that any consent received from the Licensor shall in no way reduce or otherwise affect the requirement that the work be performed in accordance with all applicable federal, provincial and municipal laws and regulations.

8.0 LICENSEE'S COVENANTS

8.1 The Licensee covenants and agrees as follows:

(a) to maintain the Decorations in a good state of repair and to the full satisfaction of the Licensor; and

(b) to keep the Licensor's Property free from any claim for lien as a result of any work or services performed by or on behalf of the Licensee, and in the event a lien is registered against title to the Licensor's Property or the lands thereunder, to promptly cause such lien to be discharged within thirty (30) days of its registration at the Licensee's sole cost and expense; and

(c) not to encumber title to the Licensor's Property in any manner whatsoever, nor permit the registration of any instrument against title, regardless of its nature and effect; and

(d) to comply with all laws, by-laws, orders and regulations of all federal, provincial, regional or municipal departments, board, branches, agencies, commissions or other authorities (including, without limitation, suppliers of public utilities) having jurisdiction over the Licensor's Property or other performance of any work on the Licensor's Property; and

(e) not to do or permit anything to be done in, at or on the Licensed Premises which may cause or contribute, in the Licensor's opinion, to the damage or destruction of the Licensor's Property, or any part thereof, or which is or may be a health hazard, nuisance or which causes disturbance, damage or interference with the users or occupants of any lands or premises in the vicinity of the Licensor's Property; and

(f) prior to or upon the expiration or early termination of the Agreement, to expeditiously restore the Licensed Premises, to as reasonably close to the condition they were in at the Commencement Date, to the full satisfaction of the Licensor. In the event the Licensee fails to comply with this provision, the Licensor may undertake to restore the Licensed Premises and upon completion, the Licensee shall reimburse the Licensor for all costs and expenses incurred by the Licensor in restoring the Licensed Premises to such a satisfactory condition.

9.0 INSURANCE

9.1 The Licensee covenants that it shall take out and keep in full force and effect throughout the Term and any renewals thereof:

(a) Commercial general liability insurance in respect of the Decorations, including, without limiting the foregoing, their maintenance and repair, their existence upon the Licensed Premises, and occupier's liability therein against claims for personal injury, death or property damage or loss, indemnifying and protecting the Licensor and the Licensee, their respective employees, servants, agents, invitees or licensees and tenants, to the inclusive limit of not less than Two Million ($2,000,000.00) Dollars. Such insurance shall specifically state by its wording or by endorsement that:

(i) The Corporation of the City of Brantford is added as an additional insured under the "Additional Insured" section of the policy; and

(ii) The policy shall have provisions for cross liability and severability of interests as between the Licensor and the Licensee.

(b) Property insurance coverage to adequately cover the Decorations and the Licensee's property, equipment and other such property in the care, custody and control of the Licensee, which policy contains a waiver of rights of subrogation against the Licensor.

9.2 Within ten (10) days of execution of this Agreement, the Licensee shall deliver to the Licensor a certificate of insurance, the form and content of which shall be to the satisfaction of the Licensor's Manager for Risk and Insurance.

9.3 The Licensor reserves the right to request such higher limits of insurance or other types of policies appropriate to this Agreement as the Licensor may reasonably require from time to time.

10.0 RELEASE OF LICENSOR

10.1 The Licensee acknowledges that during the Term of this Agreement, the Licensor shall not be liable for death or injury of any employees, agents or other persons for whom the Licensee is at law responsible, or damage to or destruction of the Decorations or other equipment or property of the Licensee or of others, nor for the loss of or damage to any equipment or property of the Licensee or others by theft or otherwise from any cause whatsoever. Accordingly, the Licensee hereby releases and forever discharges the Licensor and its elected officials, officers, employees, agents and contractors from any and all manner of liabilities, claims, losses, demands, expenses, actions, injuries, damages, causes of action and costs which the Licensee may at any time hereafter have against the Licensor and its elected

officials officers, employees, agents and contractors in respect of any loss, injury (including death), theft or damage suffered by the Licensee, its officers, employees, agents and contractors, howsoever arising out of or in connection with this Agreement. In the event that the Licensee maintains a property insurance policy, the policy shall contain a waiver of rights of subrogation against the Licensor.

11.0 INDEMNITY

11.1 The Licensee shall indemnify and save the Licensor harmless, including the Licensor's elected officials, officers, employees, agents and contractors, from and against, any loss of, or damage to, property, personal injury or death, or any other losses, actions, claims, causes of action, damages, both directly or indirect, and such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained by the Licensor, its elected officials, officers, employees, agents or contractors, during or otherwise in relation to or in connection with the Licensee's use of the Licensed Premises and all activities relating to such use or any other matters under this Agreement, including, but not limited to, any negligent act or omission of the Licensee, its or their employees, agents, contractors or invitees, which causes or contributes to any such injury, damage or loss.

12.0 ENTRY BY LICENSOR

12.1 The Licensor, its successors, assigns, contractors, agents, servants, employees and other authorized representatives shall be entitled to access the Licensed Premises, from time to time, without notice, for the purpose of inspecting the condition thereof and to carry out any maintenance or other works, which in the sole discretion of the Licensor, are necessary or desirable for the purposes of managing and protecting the Licensor's Property.

13.0 NOTICES

13.1 Any demand, notice or communication to be provided hereunder shall be in writing and may be given by personal delivery, by prepaid first class mail or by fax transmission, addressed to the respective parties as follows:

(a) in the case of the Licensee, to:

Shear Display
P.O. Box 340
Drumbo, Ontario
N0J 1G0
T: 905-669-0409
F: 905-669-2993

(b) in the case of the Licensor, to:

The Corporation of the City of Brantford
Manager, Design and Construction: Public Works Department
100 Wellington Square
Brantford, Ontario
N3T 2M2
T: 519-759-4222 x5571
F: 519-754-0724

or to such other address or fax number as any party may from time to time notify the other.

14.0 SEVERABILITY

14.1 If any provision of this Agreement or the application thereof to any circumstances shall be held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions of this Agreement or the application thereof to other circumstances shall not be affected thereby and shall remain valid and enforceable to the fullest extent permitted by law.

15.0 GOVERNING LAW

15.1 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.

16.0 ENTIRE AGREEMENT

16.1 This Agreement, including any schedules attached hereto, shall constitute the entire agreement between the parties concerning the transaction contemplated hereby. This Agreement shall not be modified or amended except by written agreement executed and dated by both parties.

17.0 SUCCESSORS

17.1 All rights and liabilities herein granted to or imposed on the respective parties hereto extend to and bind the successors and assigns of the Licensor and the heirs, executors, administrators and permitted successors and assigns of the Licensee, as the case may be.

18.0 HEADINGS FOR CONVENIENCE ONLY

18.1 The division of this Agreement into articles and sections is for convenience only and shall not affect the interpretation or construction of this Agreement.

THE PARTIES HERETO have executed this Agreement and hereby assert their authority to enter into and be bound by its terms.

THE CORPORATION OF THE
CITY OF BRANTFORD

Per:_____
Name: Ron Gasparetto
Title: Manager of Real Estate

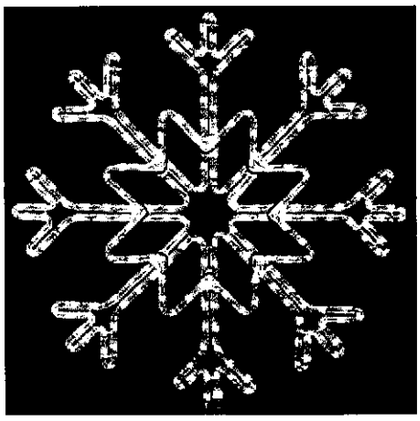
SID SHEAR LTD. o/a SHEAR DISPLAY

Per:_____
Name: Stephen Shear
Title: President

I/We Have authority to bind the Corporation

SCHEDULE "A"

DESCRIPTION OF DECORATIONS

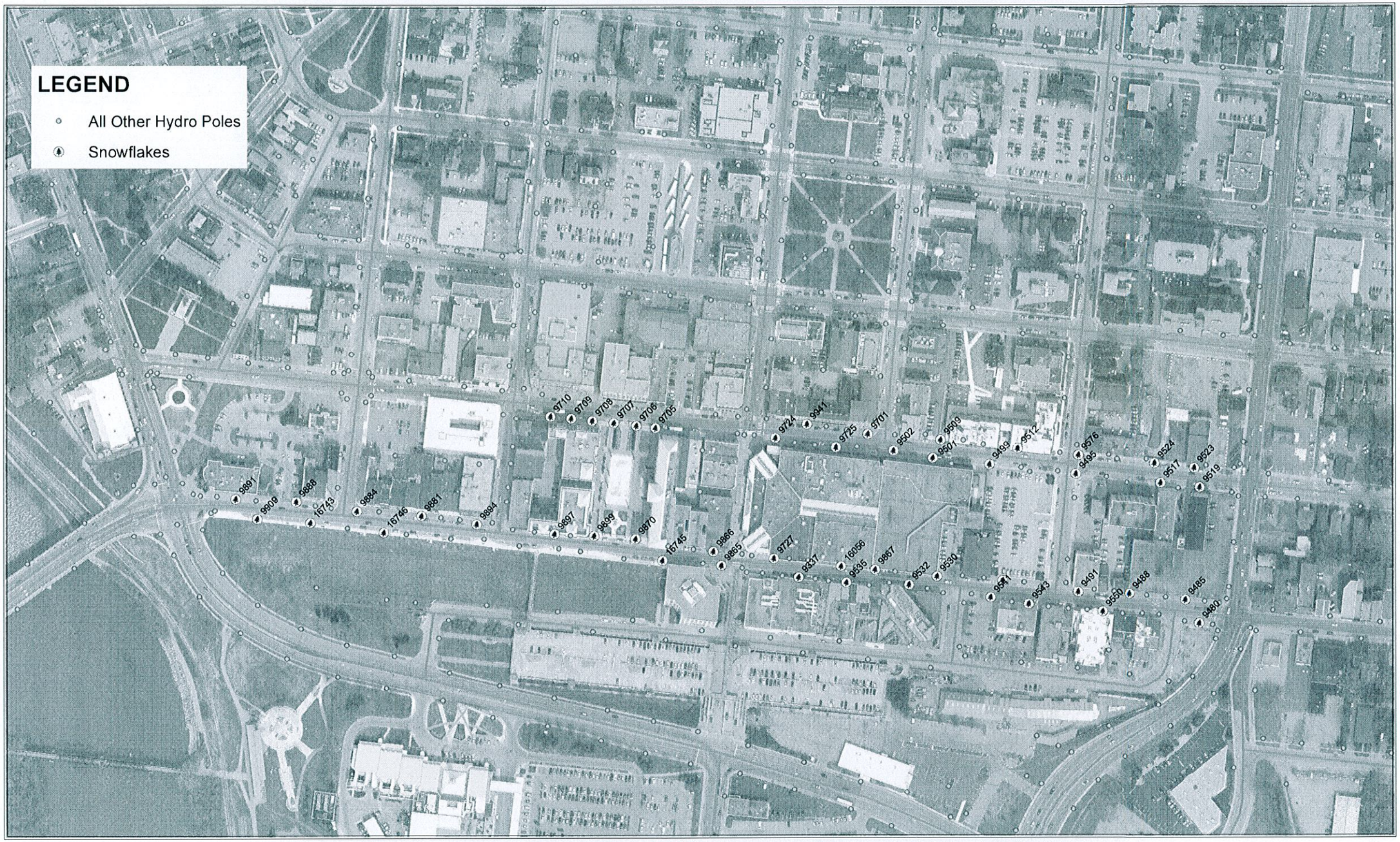


36" TM led snowflake – LED PURE WHITE ROPE LIGHT 120V – 32.64WATTS

SCHEDULE "B"

LOCATION OF LIGHT STANDARDS: THE "LICENSED PREMISES"

(See Attached)



Downtown Brantford Christmas Decorations Map

City of Brantford Parks & Recreation October 2015

Document Path: H:\Parks & Recreation\Design & Development\City Initiatives\City innitiatives\Downtown\Downtown Christmas Decorations\Christmas Decoration Plan 2015.mxd

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