

## ACCESS & OCCUPANCY LICENSE

This License is dated August \_\_, 2024, and is between THE CITY OF FREDERICTON (the "**Licensor**") and Kehkimin Inc., 225 Main Street, Tobique First Nation, E7H 2X4 (the "**Licensee**").

WHEREAS the Licensor is the owner of certain real property & building known as Killarney Lake Lodge (the "**Lodge**") located at 1600 Saint Mary's Street, Fredericton, New Brunswick having Property PID Number 01526318. The Lodge includes Salon A and B, as shown on Schedule A.

AND WHEREAS The Licensor and the Licensee have negotiated this License (the "**License**") to permit the Licensee and its representatives to occupy Salons A & B (the "**Licensed Premises**"), on the terms and conditions contained herein.

The parties therefore agree as follows:

1. **License, Term and Rent.** Subject to the terms and conditions contained herein, the Licensor hereby licences to the Licensee, for the Licensee's exclusive use pursuant to s. 14 below, Salon A commencing on September 1, 2024 through to August 31, 2025 (the "**Salon A Term**") and Salon B, for Licensee's non-exclusive use pursuant to s. 15 below commencing on September 1, 2024 through to June 30, 2025 for Salon B (the "**Salon B Term**") at a total cost of \$1.00 during the Term of this License.

2. **Permitted Use.** The Licensed Premises may be used for the sole purpose of operating a Wolastoqey Land Based Immersion School (the "School"). Any other use is prohibited without the Licensor's written permission.

3. **Indemnity.** The Licensee agrees to indemnify, defend, and hold harmless the Licensor and the Licensor's officers, directors, employees and mortgagee (if any) from and against any and all damages, losses, claims, costs, and expenses incurred by any such party which arises out of any injury to or death of any person, or any loss of or damage to any property, resulting from access over, across and through the Lodge pursuant to this License.

4. **Termination.** The License granted hereunder shall terminate upon the expiry of the Term on June 23, 2023, unless terminated earlier on mutual agreement in writing.

5. **Cleaning of Public Washrooms.** Access to weekly cleaning and supplies for the two washrooms on the main floor will be provided by the City; however, Licensee acknowledges that bathrooms are not cleaned on a daily basis and therefore, depending on usage, the Licensee may be required to do periodic cleaning of the washrooms.

6. **Insurance.** The Licensee's entry to the Lodge shall be at its own risk and the Licensee and its invitees its agents, contractors, and representatives shall carry content and liability insurance to a limit of not less than \$5,000,000.00 in respect of any one claim, and shall add the Licensor and the Licensor's officers, directors and employees as additional insureds to such policies as it relates to this License. Prior to accessing the Lodge, the Licensee shall, if required, provide the Licensor with reasonable evidence that such insurance coverage is in place.

7. **Signage:** Potential signage is to be submitted to the Real Estate Manager for review and approval.

8. **Rotary Room (2<sup>nd</sup> Level of Lodge).** Subject to availability, the Rotary Room may be made available to the School for special School related celebrations, such as a holiday concerts, graduation ceremony, etc. The Licensee shall notify the City far in advance as possible to reserve use of such space. In the event the Rotary Room is booked for usage by the School and then is determined that the Rotary Room is not needed, the School shall be required to notify the City's scheduling staff as soon as possible in order that the Rotary Room may be made available for re-booking.

9. **Access to the Lodge.** Keys to the Lodge, Salon A, and Salon B will be provided to the Licensee by the Licensor. The Licensee shall be responsible for securing Salon A and Salon B at all times when not in use. The Licensee acknowledges and agrees that the Licensor shall not be held responsible for the loss of or damage to any property, whether School or personal.

10. **Closing Protocol.** The Licensor shall establish an end of day closing protocol that the Licensee must follow to ensure the Lodge is secured the end of each day (including but not limited to windows and doors closed and locked). The Licensee will work with the Licensor to ensure that such protocol is to the satisfaction to the Licensor's Building Services Division.

11. **Parking.** Staff of the School are permitted to park in the public parking areas of the Park; however, to ensure emergency vehicle and bus access, parking will not be permitted in the rotary/tum-around area in front of the Lodge at any time.

12. **Damage to Licensed Premises.** The Licensee shall be responsible for any damage or necessary repairs to the Licensed Premises, including any damage to furniture, beyond reasonable wear and tear. Any damages sustained beyond reasonable wear and tear are to be brought to the attention of the Licensor's Building Services Division.

13. **Designated Areas.** The Licensee acknowledges that, as other areas of the Lodge will be used by other members of the public, School participants are to keep to their designated areas within the Licensed Property. Smoking or vaping is not permitted in wooded areas or on any of the decks or patio, or in the Lodge.

14. **Salon A Terms and Conditions.** The following Terms and Conditions apply regarding the use of Salon A:

- (i) The Licensor shall have exclusive use of Salon A.
- (ii) The Licensee will be responsible for the regular maintenance and cleaning of Salon A and for ensuring regular emptying of garbage/waste receptacles and placing garbage bags in the appropriate dumpsters located outside of the Lodge.

15. **Salon B Terms and Conditions.** The following Terms and Conditions apply regarding the use of Salon B:

From Monday mornings at 8:00 a.m. through to Friday afternoons at 4:00 p.m. the Licensor shall have exclusive use of Salon B; however, there may be the occasion where Salon B is required in the evening during the week, in which case as much advance notice as possible will be provided to the Licensor to avoid scheduling conflicts. Accordingly, the Licensor is to ensure that Salon B is left suitable for use by others.

(ii) The Kitchen in Salon B will have an area reserved for the School in order that the School's items in the kitchen are not mistakenly used by any caterers who may use Salon B on weekend.

(iii) The Licensee will be responsible for the cleaning of Salon B and for ensuring regular emptying of garbage/waste receptacles and placing garbage bags in the appropriate dumpsters located outside of the Lodge.

16. **Notice.** All notices or other communications hereunder may be provided to the Licensor's Real Estate Manager or Building Services Division as necessary.

17. **Miscellaneous.**

(a) Neither this License nor any provision hereof may be changed, amended, modified, waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party against which enforcement of the change, amendment, modification, waiver or discharge is sought.

(b) This License shall be governed by and construed and enforced in accordance with the laws of the Province of New Brunswick.

(c) This License may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same License. All captions, headings, section, paragraph and subparagraph numbers and letters are solely for reference purposes and shall not be deemed to supplement, limit, or otherwise vary the terms of this License. The invalidity or enforceability of any particular provision of this License shall not affect the other provisions hereof, and this License shall be construed in all respects as if such invalid or unenforceable provision were omitted. This License constitutes the entire agreement between the parties and shall be binding upon and shall enure to the benefit of the parties and their respective heirs, successors and assigns.

The parties are signing this License as of the date stated in the introductory clause.

**KEHKIMIN**

**THE CITY OF FREDERICTON**

\_\_\_\_\_  
Lisa Perley-Dutcher, Director

\_\_\_\_\_  
Kate Rogers, Mayor

\_\_\_\_\_  
Chkwabun Sappier, Director

\_\_\_\_\_  
Jennifer Lawson, City Clerk

**PROVINCE OF NEW BRUNSWICK**

**COUNTY OF YORK**

**AFFIDAVIT OF CORPORATE EXECUTION**

I, Jennifer Lawson, of the City of Fredericton, in the County of York and Province of New Brunswick, **MAKE OATH AND SAY AS FOLLOWS THAT:**

1. I am the City Clerk of the City of Fredericton, one of the parties named in the foregoing instrument and as such I have personal knowledge of the matters herein deposed to.
2. The seal affixed to the foregoing instrument purporting to be the seal of the City of Fredericton is the Corporate Seal of the City of Fredericton and was so affixed by order of the City Council.
3. The signature "Kate Rogers" subscribed to the foregoing instrument is the signature of Kate Rogers, the Mayor of the City of Fredericton, and the signature "Jennifer Lawson" subscribed thereto is my signature.
4. The Mayor and City Clerk are the officers of the City of Fredericton duly authorized to execute the foregoing instrument.

**SWORN TO BEFORE ME** at the )  
City of Fredericton, in the County )  
of York and Province of New )  
Brunswick, this \_\_\_\_ day of )  
August, 2024. )

\_\_\_\_\_)  
Alexa Donovan )  
A Commissioner of Oaths )

\_\_\_\_\_) Jennifer Lawson

# Schedule A

