

LICENSE AGREEMENT

BETWEEN:

THE CITY OF FREDERICTON (the "**LICENSOR**")
397 Queen St, Fredericton, NB E3B 1B5

AND

HIS MAJESTY THE KING IN RIGHT OF CANADA, as represented by the
Minister of National Defence (the "**LICENSEE**")

WHEREAS the LICENSOR is the owner of a property located at Carleton and Odell Park in the Province of New-Brunswick (the "Premises");

AND WHEREAS the LICENSEE has requested permission from the LICENSOR to use the Premises for the purpose of Training Event Without Troops (TEWT);

THIS AGREEMENT WITNESSES that in consideration of, and subject to, the terms and conditions set out herein, the LICENSOR hereby grants permission to the LICENSEE to use the Premises for the purpose stated herein, and for no other purpose, under the following terms and conditions:

1. DESCRIPTION OF PROPERTY

The LICENSOR agrees that the LICENSEE may enter and use the Premises for the purpose of a TEWT 20 to 30 Students with Staff will discuss deployment considerations for battery deployments in urban environments. This TEWT will permit officers to physically walk the ground to facilitate their ability to use the 'Principles of War' and 'Fundamentals of the Defence.

2. TERM

The term of this License Agreement ("Agreement") shall be from 10th October 2024 until 10th October 2024.

3. LICENSE FEE

Total consideration for the use of the Premises is \$0, and the LICENSOR hereby acknowledges the receipt and sufficiency of this consideration.

4. INSURANCE

The LICENSOR acknowledges that the LICENSEE is self-insured.

5. INDEMNIFICATION

Subject to the *Crown Liability and Proceedings Act*, the LICENSEE indemnifies and saves harmless the LICENSOR, its servants, agents, and employees and their heirs, executors, administrators, successors and assigns, from and against all injury, damage, actions, causes of actions, suits, claims and demands of whatsoever nature which may result or may be brought or made by reason of any act or default of the LICENSEE, her servants, agents, or employees, or on account of any damage to the property of the LICENSOR or in connection with any loss, damage or injury in any manner based upon, arising out of or incidental to the exercise or purported exercise by the LICENSEE of the license granted herein.

6. LICENSOR'S PROPERTY

The LICENSEE agrees to assume full responsibility for the care of the Premises during her occupation, and to assume all risk of loss, damage, or injury to herself, her servants, agents, employees or licensees.

7. DAMAGES

The LICENSEE shall not be responsible for any damage or loss to the Premises arising from circumstances, acts or conditions beyond her control, or due to "force majeure", which is defined as an act of God, war, invasion, revolution, insurrection or other act of a similar nature.

8. ENVIRONMENTAL DAMAGE

The LICENSEE is liable for any environmental damage to the Premises caused during her occupation, except for:

- a) any environmental damage to the Premises caused by the previous occupation of the premises by other persons, organizations, or the LICENSOR;
- b) any environmental damage to the Premises arising during the period covered by this Agreement, where such environmental damage is a consequence of pre-existing environmental damage from previous occupation, or was caused by the activities of the Licensor during the period of this Agreement; and
- c) any environmental damage to the Premises caused by any other persons, organizations, or by the LICENSOR.

9. GOVERNING LAW

This Agreement shall be construed in accordance with, and governed by, the laws in effect in the Province of New Brunswick, including the laws of Canada.

IN WITNESS WHEREOF this Agreement has been executed by City of Fredericton and Her Majesty the King in Right of Canada, as represented by the Minister of National Defence, this ____ day of August 2024.

SIGNED, SEALED AND DELIVERED
in the presence of

**HIS MAJESTY THE KING IN RIGHT OF
CANADA, AS REPRESENTED BY THE
MINISTER OF NATIONAL DEFENCE**

Per: _____

Witness

Name:
Title: RPOU AUTHORITY

SIGNED, SEALED AND DELIVERED
in the presence of

THE CITY OF FREDERICTON

Per: _____

Name: Kate Rogers
Title: Mayor

Per: _____

Name: Jennifer Lawson
Title: City Clerk