

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 owns multiple City owned parking lots in the City of Fredericton 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 Royal Canadian Artillery School Training, no weapons will be involved;

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 conducting military training within the City of Fredericton on May 12, 2025 and July 21, 2025. The training will consist of members in civilian pickup trucks wearing civilian clothes, parking in parking lots around Fredericton, and doing an estimate on if it would be feasible to use the area for a resupply.

2. TERM

The term of this License Agreement ("Agreement") shall be on May 12, 2025, and July 21, 2025 (May 12, 2025 from 8:00am – 4:00pm and July 21, 2025 from 8:00am – 4:00pm).

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 or Premises 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 his occupation, and to assume all risk of loss, damage, or injury to himself, his 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 his 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 His Majesty the King in Right of Canada, as represented by the Minister of National Defence, this ____ day of April, 2025.

SIGNED, SEALED AND DELIVERED
in the presence of

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

Witness

Per: _____
Name:
Title: RPOU AUTHORITY

SIGNED, SEALED AND DELIVERED
in the presence of

THE CITY OF FREDERICTON

Per: _____
Kate Rogers
Mayor

Per: _____
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:**

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 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)
April 2025.)

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)
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_____)
)
A Commissioner of Oaths)
Being a Solicitor)

Jennifer Lawson