

LICENSE AGREEMENT

THIS AGREEMENT made this 1st day of May, 2017

BETWEEN:

Tourism PEI, a Crown corporation pursuant to section 2 of the *Tourism PEI Act*, R.S.P.E.I. 1988, Cap. T-3.4 (hereinafter referred to as "Tourism PEI");

OF THE FIRST PART

AND:

Brudenell Riding Stables Inc., of 649 Dover Road, Murray River, Prince Edward Island (hereinafter referred to as "the Stables")

OF THE SECOND PART

WHEREAS the Brudenell River Provincial Park ("the Park") located in Roseneath, Prince Edward Island has been designated as a provincial park pursuant to subsection 6(1) of the *Recreation Development Act*, R.S.P.E.I. 1988, Cap. R-8 and Tourism PEI operates it as such on behalf of the Government of Prince Edward Island;

AND WHEREAS Tourism PEI has, in the past, granted a license to use certain space within the Park in order to operate a horse trail ride business to members of the public;

AND WHEREAS Tourism PEI is agreeable to again granting a license to the Stables to enable it to operate such a rental business on certain terms and conditions;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the promises and the mutual covenants and agreements hereinafter set out, the parties agree as follows:

Grant of License

1. Tourism PEI hereby grants to the Stables the exclusive right to use the barn, paddock and designated horse trails at the Park ("the Designated Space") for the purpose of operating a horse trail ride business to members of the public.

Term

2. The term of this Agreement shall commence as of the 1st day of May, 2017 and shall terminate on the 31st day of October, 2020 (“the term”). The term may be renewed upon such terms and conditions as the parties may agree.
3. Notwithstanding other provisions of this Agreement, Tourism PEI may terminate this Agreement in its entirety, or any part thereof, at any time by a notice in writing, signed by or on behalf of Tourism PEI and either delivered to the Stables or mailed to the Stables last-known address. This Agreement shall be determined to have ended upon the date of delivery or mailing of such notice in which case the Stables shall have no further claim against Tourism PEI.

Fees

4. The Stables agree to pay Tourism PEI the amount of \$1,100.00 + applicable taxes per year for the use of the Designated Space, and payment shall be made by the Stables on or before the first day of August each year.

Insurance and Indemnification

5. The Stables shall, without limiting its obligations or liabilities herein, and at its own expense, provide and maintain the following insurances in forms and amounts acceptable to Tourism PEI:

(a) Fire Insurance with extended coverage and water damage insurance in amounts sufficient to fully cover all improvements and all property in the premises which is not owned by the Government of Prince Edward Island or Tourism PEI.

(b) Commercial General Liability (CGL) insurance in an amount not less than \$5,000,000.00 inclusive per occurrence against bodily injury and property damage, and Tourism PEI and the Government of Prince Edward Island shall be added as Additional Insureds. Such insurance shall be as broad in wording as the industry Insurance Bureau of Canada standard CGL and shall include, but not be limited to:

- (a) Contractual Liability (including this agreement)
- (b) Personal Injury Liability
- (c) Cross Liability
- (d) Products & Completed Operations Liability
- (e) Tenants Legal Liability (Broad Form), Limit: \$500,000

All of the above required insurance shall be endorsed to provide Tourism PEI with thirty (30) days advance written notice of cancellation or a material change to the policy(ies).

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(c) Automotive Liability on vehicles owned, leased, operated or licensed in the name of the Stables in an amount not less than \$1,000,000.00.

(d) All the foregoing insurance shall be primary and not require the sharing of any loss by any insurer of Tourism PEI or the Government of Prince Edward Island nor by any other form of recovery available such as the Provincial Self Insurance and Risk Management Fund.

(e) The policy(ies) required by this Agreement shall be in a form and with insurers satisfactory to Tourism PEI . A certified copy of each policy shall be delivered to Tourism PEI on execution of this Agreement and such default of delivery or receipt by Tourism PEI shall not be construed as an acknowledgment or a concurrence that there has been compliance with the terms of this Agreement.

(f) The Stables shall be solely liable for any and all injuries to persons and for damages to property caused by his operations carried out in connection with this Agreement and the Stables shall indemnify and save harmless Tourism PEI, the Government of Prince Edward Island, their officers, agents, servants and employees against all claims, demands, losses, costs, damages, actions, suits or proceedings of every nature and kind whatsoever arising out of or resulting from the performance of work, provided that any such claim is caused in whole or in part by any act, error or omission, including, but not limited to, those of negligence, of the Stables or anyone directly or indirectly employed by the Stables or anyone for whom the Stables may be liable.

Notices

6. Any notice or other document required under the Agreement to be sent to, or served on any of the parties hereto may be personally delivered or sent by Registered Mail addressed to the Stables at:

Brudenell Riding Stables
649 Dover Road
Murray River, PE C0A 1W0

c/o Ambyr and Carson Cooper

and to Tourism PEI at:

Attention: Provincial Parks Manager
Tourism PEI

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95 Rochford Street
3rd Floor, Shaw Building
PO Box 2000
Charlottetown, PEI
C1A 7N8

and any document so delivered or sent by Registered Mail shall be considered to have been served and shall be sufficient notice effective from the date of such personal delivery or mailing.

Rights and Responsibilities of Campbell.

7. The Stables:

- (a) shall have the exclusive right to use the Designated Space at the Park.
- (b) shall maintain an operating schedule each year as follows: July 1 to August 31, daily 9:00am until dusk, weather permitting; June and Sept at the operators discretion.
- (c) shall comply with all rules and regulations which Tourism PEI may at any time establish with respect to any particular area of the Park provided however that Tourism PEI shall not create rules or regulations which unreasonably restrict the normal business operations of the Stables.
- (d) shall not install any fixed structure or equipment on the Park property without the written approval of Tourism PEI.
- (e) shall ensure that all equipment, including fire suppressant equipment, that is used on Park property is CSA or ULC approved.
- (f) shall procure, at his own expense, all permits or licenses necessary for the operation of his business, if required.
- (g) shall post in visible locations a list which clearly indicates to customers the

hours of operation and prices to be charged for the services being offered by the Stable.

(h) shall not use any public address system, “barker”, “spielers”, “hawker”, “crier”, or any other noisemakers to advertise or attract attention to his business or the services being provided.

(l) shall at all times keep the Designated Space in a clean, neat and sanitary 4 condition and shall observe all laws of the Province of Prince Edward Island respecting public health, safety, fire prevention and sanitation.

(j) shall sort all garbage in accordance with the Waste Watch Program and remove it from the Designated Space daily, as directed by the supervisor of the Park.

(k) shall offer complete, courteous and efficient services, such goods and services to be of such quality and provide value to the client which will be consistent with the general pricing and presentation of the Park.

(l) in general, shall deal with the public and operate its business in a professional manner so as to foster the good reputation of the Park, Tourism PEI and the Government of Prince Edward Island.

(m) shall not cause any damage to the Designated Space or to the Park property and, if any damage should occur or repairs be required, shall be solely responsible for all costs associated therewith.

(n) shall, at the expiration or termination of this Agreement, remove its equipment from the Designated Space and shall be responsible for all costs associated with reinstatement of the Designated Space to its condition prior to this Agreement.

Staff

9. The Stables shall at all times maintain a sufficiently qualified and trained staff of efficient and courteous personnel as is necessary to operate its business in a good and businesslike fashion. Posted hours of operation shall be strictly adhered to.
10. The Stables and its staff shall be employees of the Stables and not of Tourism PEI nor the Government of Prince Edward Island. Nothing within this Agreement shall result in the appointment or employment of the Stables or its staff by Tourism PEI or the Government of Prince Edward Island, and the *Civil Service Act*, R.S.P.E.I.

1988, Cap. C-8 shall not apply.

11. Any conduct of any employee of the Stables which is deemed by Tourism PEI to be unprofessional or abusive towards customers or otherwise detrimental to the business interests of the Stables or Tourism PEI shall be reported to the Stables with sufficient particulars to enable the Stables to address such behaviour and

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prevent further occurrences by the employee involved.

Rights and Responsibilities of Tourism PEI

12. Tourism PEI:

(a) shall be responsible for all major maintenance issues relating to the Designated Space.

(b) shall provide electrical service to the Designated Space.

(c) shall, in the event that services provided by Tourism PEI are interrupted or discontinued for any reason, use reasonable diligence to provide such services, but shall not in any way be liable to the Stables for its interruption or for damage resulting therefrom.

(d) may authorize any of its officers or agents to exercise the powers conferred upon it by this Agreement.

(e) shall have the right at any time to enter and inspect any of the Designated Space.

Property

13. This Agreement is not intended to and shall not be construed as to vest in the Stables any title or property rights in the real estate, fixtures, or personal property belonging to Tourism PEI or the Government of Prince Edward Island now or which may hereafter be identified as Designated Space.

General Provisions

14. Notwithstanding anything else contained in this Agreement, the rights granted to the Stables in this Agreement to use the Designated Space constitute a license only

and shall not under any circumstances constitute a partnership or employment relationship, or a lease or a joint venture among the parties. The Stables shall not be an agent of Tourism PEI or the Government of Prince Edward Island for any purpose whatsoever and shall have no authority to bind Tourism PEI or the Government of Prince Edward Island in any circumstances.

15. This Agreement shall not be assigned or subcontracted in whole or in part by the Stables without the prior written consent of Tourism PEI.

16. This Agreement shall be binding upon and enure to the benefit of the parties and, subject to the above assignment and subcontracting clause, their executors,

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administrators, successors and assigns.

17. Any information provided on this contract may be subject to release under the *Freedom of Information and Protection of Privacy Act* R.S.P.E.I. 1988, Cap. F 15.01.

18. This Agreement shall be interpreted and applied in accordance with the laws and in the courts of the Province of Prince Edward Island.

19. This Agreement constitutes and expresses the entire agreement of the parties and any amendment or addition thereto shall be in writing and signed by the respective parties.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year above written.

SIGNED, SEALED AND DELIVERED Tourism PEI
in the presence of

Witness

SIGNED, SEALED AND DELIVERED Brudenell Riding Stables Inc. in the
presence of

Witness