



Terms and Conditions for use of The Spot at Market Mall:

-No COI required for non-profits using the space. Must secure \$5,000,000 liability insurance coverage if not a non-profit

-The Licensee shall not bring on to or permit on The Spot any explosive, toxic or Hazardous. "Hazardous Substances" means any asbestos, asbestos-containing materials, polychlorinated bisphenols, urea formaldehyde, chlorofluorocarbons as well as any substance considered to be dangerous, hazardous or toxic under any law or regulation enacted or promulgated by any governmental authority having jurisdiction.

(b) the Licensee shall not do anything or permit its employees, contractors or agents to do anything on the Licensed Premises which has as its consequence either the cancellation or threatened cancellation or increase in premium of any policy of insurance held by the Licensor in respect of the Shopping Centre;

(c) the Licensee shall obey all laws, bylaws, regulations and orders of any municipal, provincial or federal authority having jurisdiction in respect of The Spot.

(d) the Licensee shall not overload any floors or overtax the capacity of any utility provided to The Spot.

(e) the Licensee shall not do anything, and not permit anything to be done, which is, or results in, a nuisance to the Licensor or any other tenant or occupant of the Shopping Centre;

(f) forthwith upon notice from the Licensor, remove from The Spot, any signs, decorations, merchandise or displays to which the Licensor objects, and permit the Licensor to remove such signs, decorations, merchandise or displays; and

(g) at the expiration or sooner termination of this License Agreement, the Licensee shall remove all contents and leave the Licensed Premises in good repair and condition, subject only to reasonable wear and tear (in as good condition as upon commencement of this License Agreement).

In addition to the foregoing the Licensee shall use and occupy The Spot and the common area of the Shopping Centre, in accordance with the following:

(h) keep the inside and outside of all glass in the doors and windows of The Spot clean;

(i) keep all exterior storefront surfaces of The Spot clean;

(j) replace promptly, at its expense, any cracked or broken window glass of The Spot with glass of like kind and quality;

(k) maintain The Spot, at its expense, in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests;

(l) keep any garbage trash, rubbish or refuse in ratproof containers within the interior of The Spot until disposed in the manner as required by the Licensor and in compliance with all applicable law in containers approved for such use at the Licensee's sole expense; and

(m) keep all mechanical apparatus free of vibration and noise which may be transmitted beyond The Spot

In regard to the use and occupancy of The Spot and the common area of the Shopping Centre, the Licensee shall not:

- (1) use any part of The Spot which is not entirely enclosed by floor-to-ceiling walls of glass or other material approved by the Licensor which delineate the perimeter of the store located on The Spot of the storage, display, sale or other utilization of any merchandise or other articles;
- (2) permit undue accumulations of garbage, trash, rubbish or other refuse within or without The Spot
- (3) use or permit the use of any equipment or device such as, without limitation, loudspeakers, stereos, public address systems, sound amplifiers, radios, televisions, VCR's or DVD's which is in any manner audible or visible outside of The Spot
- (4) cause, suffer or permit odours to emanate or be dispelled from The Spot, and upon direction of the Licensor shall forthwith, at the Licensee's expense, remedy any situation resulting in a breach of this provision;
- (5) distribute handbills or other advertising matter to customers in the Shopping Centre other than in The Spot or distribute hand bills or other advertising matter to, in or upon any automobiles parked in the parking areas or in any other part of the Shopping Centre;
- (6) permit the parking of delivery vehicles so as to interfere with the use of any driveway, walkway, parking area, mall or other area of the Shopping Centre;
- (7) park anywhere in the Shopping Centre other than in those parking areas allocated by the Licensor for tenant and employee parking and the Licensee shall ensure that its employees park their vehicles only in such allocated parking areas;
- (8) receive, ship, load or unload articles of any kind including merchandise supplies, materials, debris, garbage, trash, refuse and other chattels except through service access facilities designated from time to time by the Licensor. All dollies used to transport merchandise and supplies in the Shopping Centre must be equipped with rubber wheels only;
- (9) use the plumbing facilities for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by the Licensee;
- (10) use any part of The Spot for lodging, sleeping or any illegal purposes; or
- (11) cause, permit or suffer any machines selling merchandise, rendering services or providing, however operated, entertainment, including vending machines, to be present on The Spot unless consented to in advance in writing by the Licensor.