

THIS LICENCE OF OCCUPATION MADE as of the [redacted] day of [redacted], 2019.

BETWEEN:

MUNICIPALITY OF JASPER  
(hereinafter called the "Municipality")

OF THE FIRST PART

- and -

[redacted]  
(hereinafter called the "Contractor")

OF THE SECOND PART

WHEREAS the Municipality is the registered owner of the lands located in the Municipality of Jasper and legally described as follows:

[Lot: [redacted] Block: [redacted] Civic Address: [redacted]]

Drawing or sketch of the affected area attached in Schedule A.

(the "Municipality Lands")

AND WHEREAS the Contractor is [Describe business or operations, as the case may be, in terms of why the Contractor needs to use a portion of municipal lands]

AND WHEREAS the Contractor has requested the Municipality's permission to use a portion of the Municipality Lands and the Municipality is prepared to grant the Contractor's request subject to the terms and conditions of this Agreement;

NOW THEREFORE this Agreement witnesses that in consideration of the promises, the covenants herein contained and other good and valuable consideration, the parties hereby agree as follows:

1. The presumable and schedule to this Agreement are incorporated into and form a part of this Agreement.
2. Subject to the terms and conditions of this Agreement, the Municipality grants to the Contractor a revocable Licence of Occupation in respect of that portion of the Municipality

Lands shown on the drawing attached and marked as Schedule "A" to this Agreement (the "Licence Area"). The sole purpose for which the Contractor is entitled use the Licence Area is for the purpose described in Schedule "B" to this Agreement (the "Use").

3. In consideration for this License of Occupation the Contractor shall, upon executing this Agreement, pay to the Municipality the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) DOLLARS, the receipt of which is acknowledged by the Municipality.
4. The Contractor shall at all times and at his or her own expense keep and maintain the Licence Area and any structures or improvements located thereon in good and sufficient repair to the reasonable satisfaction of the Municipality in conformance with the standards of maintenance in the Municipality from time to time, and no alterations shall be made to the Licence Area without the prior written approval of the Municipality which may be unreasonably withheld. The Contractor shall comply with all applicable laws and bylaws, and nothing in this License Agreement shall constitute a development permit or other permit which may be required in association with any development or use of the License Area.
5. The Contractor shall indemnify the Municipality and save it harmless from and against all claims, actions, damages, liabilities, and expenses by whomsoever made, brought or prosecuted in connection with losses of life, personal injury, damage to property, or any other loss, damage or injury, whether or not of a nature related to the foregoing, arising from or in any way related to:
  - (a) the Licence to Occupation granted herein;
  - (b) the construction, maintenance, existence, use or removal of any structure or other improvement on the Licence Area including, without restricting the generality of the foregoing, a claim for loss, injury or death to persons of property due to the Contractor's negligence or failure to comply with any applicable legislation, regulations, bylaws or requirements or any of the requirements of this Agreement, and;
  - (c) the use of and any occurrence upon the Licence Area, including without limitation any release of any hazardous substances on the Licence Area or any environmental damage or loss occurring on the Licence Area or adjacent to the Licence Area caused by a negligent act or omission of the Contractor or its officers, agents, employees, and contractors as relating to the Use

which obligation to indemnify shall survive the expiry or termination of this Agreement, howsoever it occurs, and shall include the obligation for the Contractor to pay all costs and expenses incurred or paid by the Municipality with respect to the foregoing including legal costs on a solicitor and own client full indemnity basis.

6. The Contractor shall at its sole cost and expense and, upon execution of this Agreement, shall provide the Municipality with evidence of general liability insurance coverage regarding the Use and the Licence Area, in a form and on terms and conditions satisfactory

to the Municipality. The insurance shall be for an amount not less than FIVE MILLION (\$5,000,000.00) DOLLARS per incident and the Municipality shall be an additional insured thereunder. The insurance coverage shall contain a provision that it shall not be cancelled or materially altered without thirty (30) days written notice to the Municipality.

7. In the event the Contractor violates any provision of this Agreement the Municipality may, without prejudice to any other remedy available to it, terminate this Agreement effective immediately.
8. Notwithstanding any other provision of this Agreement, the Municipality may terminate this Agreement at any time without cause and without penalty upon giving THIRTY (30) DAYS' notice in writing to the Contractor.
9. In the event of the termination of this Agreement, howsoever it occurs, the Contractor shall at its sole cost and expense immediately remove any and all structures and improvements from the Licence Area and restore the Licence Area to the satisfaction of the Municipality.
10. The Contractor acknowledges that there may be utilities within the Municipality Lands and the Licence Area. In the event the Municipality is required to maintain, repair or replace utility lines within the Licence Area, the Contractor shall, if required to do so by the Municipality, at its sole cost and expense remove whatever structures and improvements as may be required from the Licence Area.
11. If any section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be invalid by the decision of a Court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.
12. All terms, covenants and conditions contained in this Agreement shall be binding upon and enure to the benefit of the respective successors and assigns of the Municipality and the Contractor including any person taking or receiving in any manner the benefit hereof absolutely to the same extent as if each such successor and assign and any such person were named as a party to this Agreement.
13. Nothing in this Agreement shall create an interest in the Licence Area or Municipality Lands in favour of the Contractor. This License of Occupation is personal to the Contractor and may not be transferred or assigned in any way by the Contractor. This Agreement shall automatically terminate if the Contractor ceases to be the registered owner of the Contractor's Lands and the Contractor shall, upon such termination, immediately vacate the Municipality Lands and Licence Area and remove all structures or other items placed or constructed by the Contractor in or on the Licence Area and restore the Licence Area to the satisfaction of the Municipality.
14. This Agreement shall be construed in accordance with and governed by the laws of the Province of Alberta.

IN WITNESS WHEREOF, notwithstanding the dates of signature below, the parties hereto have hereunder executed these presents as of the day, month, and year first above written.

**MUNICIPALITY OF JASPER**

Per: \_\_\_\_\_  
(Corporate Seal)

Per: \_\_\_\_\_

[If landowner is a corporation:]

[insert name of corporation]

Per: \_\_\_\_\_  
(Corporate Seal)

Per: \_\_\_\_\_

\_\_\_\_\_  
Witness

[If landowner is an individual:]

\_\_\_\_\_  
Witness

\_\_\_\_\_  
[insert name of landowner(s)]

\_\_\_\_\_  
Witness

\_\_\_\_\_  
[insert name of landowner(s)]



**SCHEDULE "A"**  
**LICENCE AREA**

**SCHEDULE "B"**  
**DESCRIPTION OF USE**