



**LICENSE AGREEMENT FOR THE USE OF
GIRL GUIDES OF CANADA-GUIDES DU CANADA
FACILITIES**

1. The Licensor: Girl Guide of Canada- Guides du Canada as represented by:

(The local district or area having supervision of the facility – hereinafter referred to as the “Supervising Party”)

Contact Person

Address

Telephone(s)

2. The Licensee

Name of the Organization

Contact Person

Address

Telephone(s)



3. The Facility to be Licensed

Name of the Facility

Contact Person

Address

Telephone(s)

Email Address

If only a part of the facility is to be used, identify that part. (Building(s), site name(s) or site number(s). The part identified will be referred to hereinafter as the "Facility").

4. Facility Emergency Contact Information

Supervising Party Emergency Contact Name

Telephone(s)

911 Emergency Service Available? Yes No

Emergency Locator Number, if applicable

Other emergency services and telephone numbers (if 911 is not available,); for example: ambulance, fire, parking ranger, etc.

Service Name

Service Number

Directions to Facility

Landmarks

5. The activity or event which will take place at the facility

Group Leader(s)

Address

Telephone(s)

Email Address

Purpose for using the Facility

Estimated number of people in attendance

Final number of people in attendance to be provided to the Supervising Party at least 24 hours prior to the Licensee's initial occupation of the Facility.

Is alcohol being served? Yes No (If yes, provide a copy of the *Special Occasion Permit*)

6. Date and Time of License

Commencing Date

Arrival Time

Terminating Date

Departure Time

7. Fee

A non-refundable deposit in the amount of _____ is due at the time of making application to use the Facility.

The Licensee will pay a fee of _____ (the "Fee") to the Supervising Party at least 24 hours prior to the Licensee's initial occupation of the Facility. The deposit paid in advance shall be deducted from this fee when calculating.

8. Provisions for Liability Insurance & Waivers

Proof of Liability Insurance Coverage (the "Certificate of Insurance") is to be presented to the Supervising Party prior to occupation of the Facility and must contain the following clauses: Girl Guides of Canada-Guides du Canada listed as "Additional Insured", Cross Liability Clause, 30 Day Notice of Cancellation and a Limit of Liability as follows:

- a) If the Facility is to be used for a family function and no alcohol is to be consumed at the Facility, the Limit of Liability must be a minimum of \$500,000.
- b) If the Facility is to be used for a corporate or organization function and no alcohol is to be consumed at the Facility, the Limit of Liability must be a minimum of \$2,000,000.
- c) If the consumption of alcohol is allowed at the Facility, the Limit of Liability must be a minimum of \$5,000,000 and the policy must include a Host Liquor Liability Endorsement or Proprietor Liquor Liability if alcohol is being sold.
- d) The use of Girl Guide watercraft and related equipment is strictly prohibited unless the Licensor gives their express permission to use the equipment and each individual participant executes and delivers to the Licensor at least 24 hours prior to the Licensee's initial occupation of the Facility, a "Canoe and Equipment Rental Release & Waiver Agreement".

9. Grant of License

The Licensor, acting through the Supervising Party, hereby grants a license of the Licensee to use the Facility for the term in consideration of the payment by the Licensee to the Supervising Party of the Fee and in consideration of the presentation by the Licensee to the Supervising Party of the Certificate of Insurance, and all other required documentation.

10. Further Provision of the License

The Licensee agrees with the Licensor, acting through the Supervising Party:

- a) To protect, defend, indemnify and save harmless Girl Guides of Canada-Guides du Canada, its councils, groups, agents, servants, employees, officers and directors from all damages, claims, actions, suits or demands arising from or out of the use of the Facility or equipment by the Licensee, its members, invitees or persons authorized or sponsored by the Licensee.
- b) To use the Facility and any equipment for which express permission has been provided to the Licensee by the Licensor only on the day or days and at the time or times mentioned on the face hereof and only in a manner which will not interfere with Girl Guides of Canada-Guides du Canada activities. The Licensee will deliver the Licensor at least 24 hours prior to the Licensee's initial occupation of the Facility a detailed itinerary of their intended activities throughout the duration of the License.
- c) That alcohol will not be taken into or consumed at the Facility, except in accordance with the provisions of the *Provincial Liquor License Act* and the regulations thereto and any other Statute, Regulations or By-law thereto pertaining. The Licensee accepts full responsibility for determining the specific requirements and for ensuring that all required documentation is completed and delivered to the Supervising Party at least 24 hours prior to the Licensee's initial occupation of the Facility. The Licensee must strictly adhere to the requirements of the Liquor License Act.
- d) To provide at all times supervision for persons participating in any activity carried on or sponsored by the Licensee, including all waterfront activities, which must be supervised by appropriately certified lifeguards.
- e) To see that the Group Leader (or Group Leaders) of the Licensee:
 - i. is at the Facility from the commencement of occupation by the Licensee;
 - ii. is the last person to leave the Facility;
 - iii. checks to see that exit doors are closed and locked, all lights are turned off and all thermostats are properly adjusted;
 - iv. check that all washrooms and the facility general is in clean and property condition;
 - v. prevent any furniture, chairs or benches from being dragged across floors or damaging walls;
 - vi. ensures all necessary lights, including outside lights, are on while the Facility is in use; and
 - vii. reports any damage as soon as possible to Girl Guides of Canada-Guides du Canada.
- f) To pay for any damage done by the Licensee, its members, invitees or persons authorized or sponsored by it to the Facility and equipment in such amount as may be determined by Girl Guides of Canada-Guides du Canada whose assessment of the amount shall be final.

- g) That Girl Guides of Canada-Guides du Canada, or any person authorized by Girl Guides of Canada, may inspect the Facility at any time and may stop any activity being carried out on the premises, which in the opinion of Girl Guides of Canada-Guides du Canada, or such authorized, may cause damage to the premises or its equipment.
- h) That neither Girl Guides of Canada-Guides du Canada, its employees or servants assume any responsibility for equipment or property lost, stolen or damaged, brought into or left in or on Girl Guides of Canada-Guides du Canada premises whether by permission or otherwise.
- i) That Girl Guides of Canada-Guides du Canada or any person authorized by Girl Guides of Canada-Guides du Canada reserves the right to terminate this agreement if the Facility Rules and Regulations (which may be added by Schedule to this License Agreement) are not adhered to and the Group, Organization or Member of the Group or Organization conducts themselves in a manner which may present unsafe conditions for the Facility, Group, Organization, Members of the Group or Organization or other Occupants or Users of the Facility in the opinion of Girl Guides of Canada-Guides du Canada, or such authorized person.
- j) All required permits, release waivers, insurance documentation and payment must be delivered to the Supervising Party at least 24 hours prior to the Licensee's initial occupation of the Facility.

11. COVID-19

The License is conditional upon the Licensee's agreement with the following terms:

- a) The Licensee acknowledges and agrees that COVID-19 is currently a risk in gatherings of any size, and that COVID-19 may result in serious illness or death. The Licensee will use the Facility only in compliance with all provincial ministerial orders, orders of the Provincial Health Officer or equivalent, and requirements, regulations, guidelines and orders of any other authorities having jurisdiction, that relate to COVID-19 or the use of the Facility (collectively, all such orders, requirements, regulations and guidelines are "Orders"). Such Orders may impose, among other things, limitations on group size and social distancing requirements and vaccination status of participants. Orders may change from time to time and it is the sole responsibility of the Licensee to ensure that it is aware of and in compliance with all Orders currently in force.
- b) The Licensee hereby assumes all risk associated with COVID-19 and its use of the Facility. The Licensee acknowledges and agrees that the Licensor does not guarantee the safety of the Facility, and that the Licensor is not responsible for monitoring or ensuring the Licensee's compliance with any Orders.
- c) The Licensee, on behalf of itself and its invitees, volunteers, customers, employees, contractors, successors, heirs, personal representatives and others claiming by or through the Licensee (collectively with the Licensee, the "Licensee Parties"), hereby releases, remises and discharges the Licensor and its employees, administrators, agents, representatives, board members, officers, contractors, volunteers, successors and assigns (collectively the "Licensor Parties:") from any all losses, damages, costs, fees, claims, actions, causes of action, judgments and other liabilities whatsoever (collectively, "Claims") that the Licensee Parties or any of them, in connection with, arising from or relating to COVID-19 and the Licensee's use of the Facility, including, without limitation, Claims arising from the infection of any of the Licensee Parties with COVID-19 and any resulting illness, personal injury or death.

d) Notwithstanding any other indemnity contained in this Agreement, and without limiting any such other indemnity, the Licensee agrees to and does hereby indemnify the Licensor Parties and save them harmless from any and all Claims that may be suffered or incurred by, or made, claimed or brought against, the Licensor Parties or any of them, and that arise from or relate to COVID-19 and the Licensee's use and occupation of the Facility, including, without limitation, any Claims arising from or relating to the infection of the Licensee Parties or any third party with COVID-19 as a result of the Licensee's use of the Facility, except to the extent caused by negligence or willful misconduct of the Licensor Parties.

12. Assignment

The Licensee shall not in any circumstances assign or attempt to assign this License Agreement or the balance of the term thereof then remaining without the prior consent in writing of the Licensor.

13. Schedules

Schedule(s) attached hereto shall form part and parcel of this License Agreement.

14. Execution

The agreement set out above is hereby accepted by the Licensor and the Licensee.

**LICENSOR
GIRL GUIDES OF CANADA-GUIDES DU CANADA**

Per

Signature

Printed Name

For the purpose of this License Agreement, I have the authority to bind the Licensor.

LICENSEE

Name of Organization

Per

Signature

Printed Name

I have the authority to bind the License.



SCHEDULE "A"
FACILITY RULES AND REGULATIONS