

The Corporation of the Town of Essex

By-Law Number 2495

Being a by-law to Enter into a Licence Agreement
with 997025 Ontario Inc. for Santa’s Village
Committee event space

WHEREAS the Town desires to enter into a Licence Agreement for event space at the lands municipally known as 73-75-77 Talbot Street North, Essex, Ontario, N8M 1A2.

NOW THEREFORE be it resolved that the Council of The Corporation of the Town of Essex hereby enacts as follows:

1. **That** the Mayor and Clerk are hereby authorized to execute a Lease Agreement between the Town of Essex and 997025 Ontario Inc. in the form attached hereto as Schedule “A” for the use of the Premises as designated in Appendix “A” to such Lease Agreement; and
2. **That** this By-Law shall come into full force and effect upon the final passing thereof.

Read a first, a second and a third time and finally passed on 17 November, 2025.

Mayor

Clerk

LICENCE AGREEMENT

This Agreement made this 17th day of November, 2025.

BETWEEN:

997025 Ontario Inc.
Herein called the “**Licensor**”

- and -

THE CORPORATION OF THE TOWN OF ESSEX
Herein called the “**Licensee**”

WHEREAS the Licensor owns the lands described in the attached Schedule "A" (the "**Lands**"); and

WHEREAS the Licensor has agreed to grant the Licensee a licence, on an interim basis, to use the Lands as event space, on the terms and conditions contained herein (the "**Licence**"); and

WHEREAS the Licensee desires to use the Lands for event space for individuals attending the Santa’s Village event.

NOW THEREFORE this agreement (the “**Agreement**”) witnesseth that in consideration of the licence to use the Lands and the sum of One (\$1.00) Dollar of lawful money of Canada now paid by the Licensee to the Licensor (the receipt and sufficiency of which is hereby acknowledged) and of the mutual covenants herein contained, the Licensor and Licensee hereby agree as follows:

1. TERM

- 1.01** The Licensor hereby grants to the Licensee the exclusive licence of the Lands commencing on December 11, 2025 (the "**Effective Date**") and terminating on December 15, 2025 (collectively, the “**Term**”).
- 1.02** The Licensee accepts the Lands in an “as is” condition.

2. LICENCE FEE

2.01 The Licensee covenants and agrees to pay a fee to the Licensor (the “**Licence Fee**”) of One (\$1.00) Dollar.

3. LICENSOR COVENANTS

3.01 Subject to the other provisions herein, the Licensee shall have peaceful and quiet enjoyment of the Lands during the Term hereby demised.

3.02 The Licensor has all necessary power, authority and capacity to enter this Agreement and to perform its obligations under this Agreement. On the Effective Date, the execution and delivery of this Agreement shall have been duly authorized by all necessary action on the part of the Licensor.

3.03 Upon the execution of this Licence by the parties, the Licensor shall notify the owners and occupants of any properties abutting the Lands, that may be utilizing the Lands, that the Lands are exclusively licensed to the Licensee and during the Term cannot be used or accessed for any purposes other than the Permitted Use.

4. LICENSEE COVENANTS

4.01 The Licensee shall use the Lands only for the purpose of conducting events ancillary to the Licensee’s annual Christmas festivities and to fulfill the requirements under this Licence and for no other purpose, and the Licensee may do all things necessary with regard thereto (the “**Permitted Use**”).

4.02 The Licensee shall not have the right to assign this Licence.

4.03 The Licensee shall be permitted to conduct any work required to bring the Lands to the state of repair required for the Permitted Use and shall keep the Lands clean and neat and shall not permit refuse or other objectionable material to accumulate on or about the Lands as a result of the Permitted Use, all at the Licensee's sole expense. The Licensee shall be responsible to ensure that the Lands do not fall into a state of repair worse than that on the Effective Date.

4.04 The Licensee shall abide by and comply with all lawful By-Laws and regulations of the local municipality which in any manner affect the said Lands and indemnify the Licensor for any charges or damages which the Licensor may suffer by reason of any breach of such By-Laws or regulations by the Licensee related to the Permitted Use.

4.05 At the expiration of the Term provided for in subsection 1.01, or earlier determination of this Licence, the Licensee shall peaceably and quietly yield and deliver up possession of the said Lands.

4.06 The Licensee will not knowingly do or permit to be done any act or thing which may make void or voidable any insurance referred to in Section 5.01, or which may result in any increase or extra premium being payable for the insurance.

5. INSURANCE

5.01 The Licensee shall purchase and keep in force throughout the term of this Licence:

Comprehensive general liability insurance, of not less than Two Million Dollars (\$2,000,000.00) per occurrence, such as will protect the Licensor from and against all claims or causes of action which may arise by the granting of this Licence or of the Licensee's occupation of the Lands, such insurance to cover, but not limited to injury, death or property damage occurring upon, on or about the Lands.

5.02 The Licensee shall effect all policies with insurers and upon terms in an amount satisfactory to the Licensor. The Licensee shall furnish to the Licensor copies of all policies or insurance certificates in lieu thereof. The Licensee shall pay the premium for each policy listed in Section 5.01. If the Licensee fails to purchase or keep enforced such insurance the Licensor may effect such insurance, the cost thereof being recoverable from the Licensee forthwith on demand.

6. INDEMNIFICATION

6.01 The Licensee agrees to the maximum amount of the insurance coverage provided by Section 5.01 of this Licence to indemnify the Licensor against all liabilities, costs, suits, claims, demands and actions of any kind for which the Licensor may become liable by reason of any breach, violation or non-performance by the Licensee of any covenant, term or provision of this Licence or any injury, death or damage to property occasioned to or suffered by any person or any property by reason of any act, neglect or default by the Licensee or its servants, employees, agents, licensees, or invitees on the Lands in relation to the Permitted Use. The indemnification in this Section 6.01 is subject to any negligence or willful acts of the Licensor, its agents, employees or invitees.

7. DEFAULT

7.01 Rights of Termination

If and whenever:

(a) the Licensee becomes insolvent or commits an act of bankruptcy or becomes bankrupt or takes the benefit of any statute that may be in force for bankrupt or insolvent debtors or becomes involved in voluntary or involuntary winding-up proceedings or if a receiver shall be appointed for the business, property, affairs or revenues of the Licensee; or

(b) the Licensee assigns this Licence, sublicenses or encumbers the Lands or part thereof without the Licensor's written consent, where required herein;

then, in any such case, at the option of the Licensor, the Licensor may, at its sole option, terminate this Agreement.

8. GENERAL

- 8.01** The remedies of the Licensor are cumulative and are in addition to any remedies of the Licensor at law or in equity. No remedy will be deemed to be exclusive and the Licensor may from time to time have recourse to one or more of all the available remedies specified herein or at law or in equity.
- 8.02** Any condoning, excusing or overlooking by the Licensor of any default, breach or non-performance by the Licensee at any time of any covenant or provision herein contained shall not operate to waive the Licensor's rights under this Licence in respect to any later default, breach, or non-observance so as to defeat in any way the rights to the Licensor under this Licence and all rights and remedies of the Licensor shall be deemed to be cumulative.
- 8.03** This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- 8.04** Any notice, request or demand herein provided for or given under this lease shall be sufficiently given if mailed by registered mail, postage prepaid, addressed to the Licensor or to the Licensee, as the case may be, at the following addresses:

997025 ONTARIO INC.

1861 Ambassador Drive
Windsor, Ontario
N9C 4B5
Attn: Michael Elachkar

THE CORPORATION OF THE TOWN OF ESSEX

33 Talbot Street South
Essex, Ontario
N8M 1A8
Attn: Town Clerk
clerks@essex.ca

Any notice shall be conclusively deemed to have been given on the third business day following the day on which the notice is mailed. Any party may at any time give notice in writing to the other parties of any change of address and after the giving of notice the address specified in it shall be deemed to be the address of the party giving such notice in it for the purposes of this lease.

- 8.05** This Licence herein is governed by the laws of the Province of Ontario and the parties irrevocably attorn to the courts of that province, and agree that any proceeding in relation to this Licence shall be commenced in a court located in the County of Essex.
- 8.06** This Agreement shall enure to the benefit of and be binding upon each of the parties hereto and their respective successors and permitted assigns.
- 8.07** This Licence may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original and which counterparts together shall constitute one and the same Licence. This Licence may be executed by facsimile or pdf, and any signature contained hereon by facsimile or pdf shall be deemed to be equivalent to an original signature for all purposes.

IN WITNESS WHEREOF the parties hereto have executed these presents on the date first set out

above.

997025 ONTARIO INC.

By: _____

Name:

Its:

We have authority to bind the Corporation

**THE CORPORATION OF THE TOWN OF
ESSEX**

By: _____

Name:

Its:

By: _____

Name:

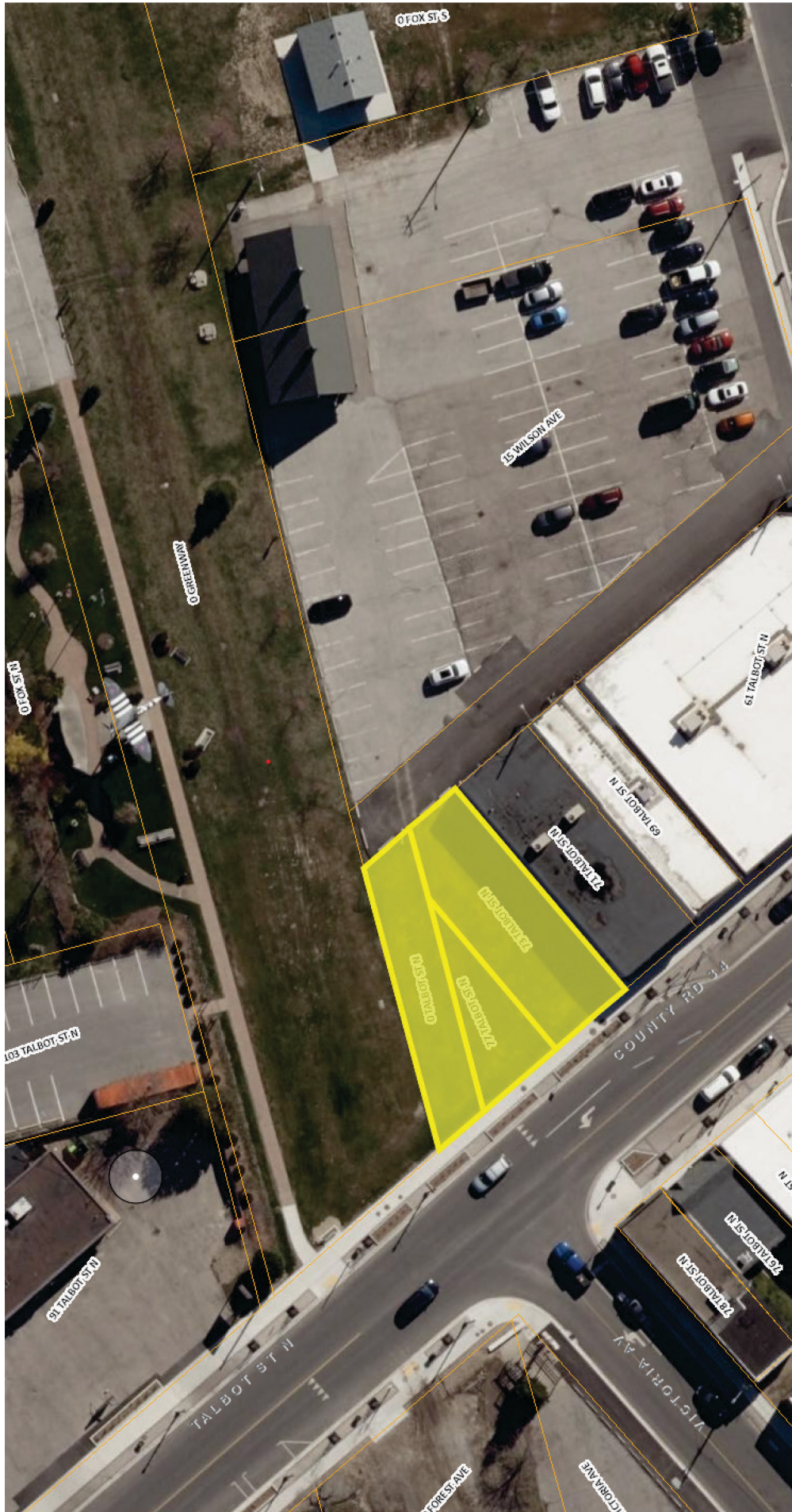
Its:

We have authority to bind the Corporation

Schedule “A”

Municipal Address: 73-77 Talbot Street North, Essex, Ontario, N8M 1A2 and 0 Talbot Street North, Essex, Ontario

Legal Description: PLAN 176 PT LOTS 16 & 17 RP, and PLAN 176 PT LOT 16 RP, and PLAN 176 PART OF ALLEY RP



0 FOX ST S

0 GREENWAY

0 ROCK ST N

05 WILSON AVE

61 TALBOT ST N

69 TALBOT ST N

27 TALBOT ST N

015100014

015100012

015100010

COUNTY RD 54

103 TALBOT ST N

91 TALBOT ST N

TALBOT ST N

FOREST AVE

VICTORIA AVE

28 TALBOT ST N

27 TALBOT ST N

N 5