

Exterior Courtyard Booking Form

This form is available on the Tenant Building App or email to eap.services@hines.com or contact 403-592-2888.

Eighth Avenue Place (the "**Building**") contains a courtyard (the "**Courtyard**"), located on the exterior of the Building. Its unique, south-facing Courtyard unites indoor and outdoor elements, creating a natural outdoor meeting space for our customers. The Courtyard contains a central grass area, concrete benching and east plaza (see Courtyard Map attached). During Stampede the exterior courtyard may contain tenting, seating, a stage, beverage stations and fencing with schedule events. Building programs, services, events, festivals, markets and other activations may be activated in the Courtyard (collectively the "**Programs and Services**").

Between:

The "**Licensor**": IMMEUBLES SNPL INC. / SNPL PROPERTIES INC., ARI 8AP GP INC., as general partner for and on behalf of, ARI 8AP INVESTMENTS LP, and PENNY LANE II LIMITED PARTNERSHIP, by its General Partner PENNY LANE SHOPPING CENTRE LTD. by its agent Hines Canada Property Services ULC

And

The "**Licensee**": A business, organization, or individual requesting legal permission to use the Licensed Area.

In consideration of the mutual covenants and agreements between the parties, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Definitions:

In this Agreement:

"**Building**" means: Eighth Avenue Place

"**Licensed Area**" means: Exterior Courtyard, Walkways and East Plaza

"**License Period**" means: Date and time requested by Licensee to use the Licensed Area.

"**License Fee**" means: The applicable fee is detailed in Paragraph 18.

"**Licensee Information**" means:

Licensee Company Name:	
Licensee Address:	
Event Coordinator First & Last Name:	
Event Coordinator Phone Number:	
Event Coordinator Email Address:	

Number of Attendees:				
Describe Use of License Area:				
Licensed Period Date(s):				
Licensed Period Time(s):				
Licensed Area:				
Licensed Fee (plus Admin & GST):				
Catering:	Yes		No	
Catering Company (if applicable):				
Service Elevator Booking:	Yes		No	
Loading Dock Parking:	Yes		No	
City of Calgary Special Function Permit:	Yes		No	
AGLC Special Event Liquor License:	Yes		No	
City of Calgary Street Use Permit:	Yes		No	
Additional Information:				

2. **Permit** - The Licensor hereby grants to the Licensee a revocable license to use the Licensed Area for the Use (as defined in Paragraph 8) during the Licensed Period on the terms and conditions contained in this Agreement, so long as the Licensee's lease for premises located within the Building (the "**Lease**") is in good standing.

3. **Maintenance and Repair** - The Licensee accepts the Licensed Area in an "as is" condition depending on the configuration style required for the Use. The Licensee will return the Licensed Area and its contents to the Licensor in the same condition as they were made available to the Licensee; in a clean, neat, safe and orderly condition. Upon return of the Licensed Area, the Licensee will immediately notify the Licensor of any damage caused by the Licensee to the Licensed Area or any repairs which are required to be made to the Licensed Area and the Licensor may, at its option and without in any way limiting the obligations of the Licensee under this Agreement, carry out and complete such repairs. All costs incurred by the Licensor, plus an administration fee of 15% of such costs, will be paid by the Licensee to the Licensor upon demand. The Licensee will not make any alterations or renovations of any nature or kind whatsoever to the Licensed Area without the prior written

approval of the Licensor, acting in its sole discretion.

4. **Utilities** - The Licensor shall provide reasonable levels of light and electricity (the “**Utilities**”) to the Licensed Area at the Licensor’s expense during Business Hours. The Licensor shall not be liable for interruption, cessation or failure in the supply of the Utilities, services or systems in, to or serving the Building or the Licensed Area, whether they are supplied by the Licensor or others. Afterhours Utilities will be charged at an hourly rate of \$65.00 per hour including a 15% administrative fee plus GST.
5. **Permits** - The Licensee will obtain, at its expense, all applicable municipal, provincial and federal licenses, permits and authorizations required for the Use and will, upon request, provide the Licensor with proof of having obtained them. Under the City of Calgary Special Events on Private Property Permits and Bylaw requirements, a Special Function Class 2 permit is required if a temporary structure such as a tent is erected on the property. Visit <https://www.calgary.ca/development/permits/private-property-special-events.html#step1> for more information. If you plan to serve liquor at your event, then an AGLC Special Event Liquor License will be required. Visit <https://aglc.ca/liquor/liquor-licences/applying-licence/liquor-licences-private-special-events> for more information. If you plan to use 9th avenue for loading and unloading, a City of Calgary Street Use – Regular Permit is required. Visit <https://epermits.calgary.ca/ePermit/Welcome.aspx> for more information.
6. **Control of Building** - The Licensee acknowledges and agrees that the Building is at all times under the exclusive control of the Licensor. The Licensee will (a) comply with all applicable laws and by-laws and with all rules, regulations and directives, written or oral from time to time established by the Licensor in respect of the Building or the Licensed Area, including, without limitation, those rules and regulations listed on Schedule A attached, and (b) cause its officers, agents, servants, employees, contractors, customers, invitees and all persons having business with the Licensee to comply with all such laws, by-laws, rules, regulations and directives.
7. **Use of Licensed Area** - The Licensed Area shall be used only for business related events, meetings, presentations, workshops or special events, as first approved by the Licensor, acting in its sole discretion (the “**Use**”). The Licensee will at all times during the License Period, actively and diligently make use of the Licensed Area in a first-class, reputable manner befitting the reputation and image of the Building.
8. **Insurance** - The Licensee will obtain and maintain at all times during the License Period comprehensive public liability and property damage insurance coverage on an occurrence basis with respect to the Licensed Area and the Licensee’s use of the Building. This insurance must have inclusive limits of not less than \$5,000,000 for each occurrence, or such higher limits as the Licensor requires from time to time, with the Licensor named as an additional insured. The Licensee will provide the Licensor, upon demand, with proof of such insurance coverage in a form satisfactory to the Licensor.

Additional Insured:

All policies except workers compensation and employers' liability must name the following companies as additional insured:

- Immeubles SNPL Inc. / SNPL Properties Inc.
- ARI 8AP GP INC., as general partner for and on behalf of, ARI 8AP Investments LP
- Penny Lane II Limited Partnership, by its General Partner, Penny Lane Shopping Centre Ltd.
- Hines Canada Management Company II ULC

Certificate Holder:

Hines Canada Management Company II ULC
525 8th Ave. SW. Suite 440
Calgary, AB T2P 1G1
403.592.2888

9. **Release** - None of the Licensor, any owner (each, an “**Owner**”) of the Building (if other than the Licensor), property manager, (“**Manager**”) any mortgagee or other security holder (“**Mortgagee**”) of the Building (collectively and individually, “**Released Persons**”) will be liable for any (i) death or injury arising from any occurrence in, upon, at, or relating to the Licensed Area or the Building or damage to property of the Licensee or of others located in the Licensed Area or elsewhere; (ii) loss of or damage to, or loss of use of, property of the Licensee or others which is located in the Licensed Area or on any other part of the Building; or (iii) death, injury, loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, flood, snow or leaks from any part of the Licensed Area or the Building, or from pipes, appliances, plumbing works, roof or subsurface of any floor or ceiling, or from the street or any other place, provided that such was not the result of the Licensor’s, Manager’s and/ or any Owner’s gross negligence or willful misconduct. Further, without limiting the generality of the foregoing, no Released Person shall be liable for damage caused by other licensees, tenants, or persons in the Building, by occupants of property adjacent to the Building or by the public, or caused by construction or by any other private, public, or quasi-public work. In this paragraph and in Paragraph 14, “Licensor”, “Owner” “Manager” and “Mortgagee” includes the directors, officers, employees (while in the ordinary course of their employment) and agents of the Licensor, Owner and Mortgagee, as the case may be, and the Licensor, Owner and Mortgagee, as the case may be, solely for the purpose of this paragraph, is the agent or trustee of, and for the benefit of, each of them, respectively.
10. **Indemnity** - Notwithstanding anything in this Agreement to the contrary, the Licensee will indemnify the Released Persons and save them harmless from all losses (including loss of the Booking Fee and the License Fee payable by the Licensee under this Agreement), claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury, damage to property or any other loss or injury arising from this Agreement, or any occurrence in, on, or at the Licensed Area, or the occupancy or use by the Licensee of the Licensed Area, or any part of it, or occasioned wholly or in part by any act or omission of the Licensee or by anyone permitted to be in the Licensed Area or the Building by the Licensee, provided that such was not the result of the Licensor’s, Manager’s and/ or any Owner’s gross negligence or willful misconduct.
11. **Limitation of Liability** - Any liability of an Owner under this Agreement shall be limited to its interest in the Building from time to time. If the Owner consists of more than one person, the liability of such Owner shall be several and limited to its percentage interest in the Building.
12. **No Transfer** - The Licensee may not assign, sub-license, or otherwise transfer this Agreement or its interest herein or permit any other person to share occupancy or to take occupancy of the Licensed Area without the prior written consent of the Licensor, which may be unreasonably withheld.
13. **Default by Licensee** – If the Licensee fails to pay any amounts due pursuant to this Agreement or perform any other terms, obligations, or conditions of this Agreement to be observed or performed by the Licensee, then, in addition to any other rights or remedies the Licensor has pursuant to this Agreement or at law, the Licensor may terminate this Agreement without notice and repossess the Licensed Area. In such event, the Licensee will immediately vacate the Licensed Area and will have no further rights or entitlement with respect to it.
14. **Notice** - Notices, demands, requests, consents, approvals or other instruments under this Agreement will be in writing and will be delivered in person or sent by email and addressed (a) if to the Licensor, to the address set out on page 1 or to such other person at any other address that the Licensor designates by written notice, and (b) if to the Licensee, to the Licensee’s address for notice as set out in the Lease. A notice, demand, request, consent, or approvals will be considered to have been given or made on the day that it is delivered. Either party may notify the other in writing of a change of address set out above and the address specified in the notice will be considered the address of the party for the giving of notices under this License.
15. **Entire Agreement** - This Agreement (including any Schedules attached hereto) contains the entire agreement between the parties concerning the subject matter of this Agreement. The Licensee expressly disclaims reliance on any promises, inducements, representations, warranties, collateral agreements, or conditions in entering

into this Agreement other than as expressly set out in this Agreement. Time is of the essence under this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the province of Alberta.

- 16. **Cancellation** – If the Licensee cancels its booking within 72 hours from the License Period, then the booking will be subject to a cancellation charge of 100% of the License Fee. If the Licensee fails to attend the Licensed Area during the Licensed Period, 100% of the License Fee will be billed to the Licensee.
- 17. **Furniture & Signage** – Setup of furniture, tents, fencing, games or any other furniture and signage must be submitted to the Licensor prior to the Licensed Period for review and approval.
- 18. **License Fee** – The room rental rates payable by the Licensee are as follows:

Full Day Business Hours 6:00 am - 6:00pm	Lunch Period Business Hours 11:00 am – 1:00pm	Half Day Business Hours 6:00 am - 12:00 pm or 1:00pm – 6:00pm	Afterhours Hourly Rate 6:00 pm – 6:00 am Weekdays, All Day Weekends
\$1,000	\$1,000	\$650	\$275

- A. Partial Time-Slot Bookings - If the Licensee requires the Licensed Area within the Lunch Hours, a License Fee is equivalent to a Full Day booking.
- B. Additional Costs – The Licensee will incur additional costs as described for the following items, if requested and based on availability:
 - Tables/Chairs – rental fee may apply, quote supplied separately, provide layout
 - Black Fitted Tablecloths - \$25.00/each
 - Black Table Skirts - \$25.00/each
 - Black Tablecloths - \$25.00/each
 - White Tablecloths - \$25.00/each
 - Chairs – rental fee may apply, quote supplied separately, provide layout
 - Fencing – quote supplied separately, provide details
 - Tent(s) – quote supplied separately, provide details
 - Stage – quote supplied separately, provide details
 - Sound/Audio Visual – quote supplied separately, provide details
 - Power Supply – quote supplied separately, provide details
 - Beverage Station(s) – quote supplied separately, provide details

- Catering – quote supplied separately, provide details
- Parking Vouchers:
Business Hours 6:00 am – 6:00 pm Weekdays: \$5/Hour or \$35/all Day
After Hours 6:00 pm – 6:00 am Weekdays, Weekends & Statutory Holidays: \$2.00/Day
- Afterhours Cleaning – 3 hours minimum, quote supplied separately
- Afterhours Security – 3 hours minimum, quote supplied separately

19. **Courtyard Capacity & Configuration Styles** - Please see the Courtyard Map attached for any customized configuration style requests. Capacity is dependent on the Use of the Licensed Area and City of Calgary permitting requirements.

20. **Execution & Delivery** – This Agreement may be executed in any number of counterparts, with the same effect as if both parties had signed the same document and will become effective once the Licensee has signed. The parties agree that the delivery of an executed copy of this Agreement electronically in Portable Document Format (PDF) or through the Eighth Avenue Place Tenant Building App shall be legal and binding and shall have the same full force and effect as if the original executed copy of this Agreement had been delivered.

Licensor: **HINES CANADA MANAGEMENT COMPANY II, ULC, as authorized agent for IMMEUBLES SNPL INC./SNPL PROPERTIES INC., ARI 8AP GP INC., as General Partner for and on behalf of, ARI 8AP INVESTMENTS LP and PENNY LANE II LIMITED PARTNERSHIP, by its general partner, PENNY LANE SHOPPING CENTRE LTD.**

Per: _____

Licensee (Tenant): _____

Schedule A

Rules and Regulations

1. **Security:** The Licensor may from time to time adopt appropriate systems and procedures for the security or safety of the Building, any persons occupying, using or entering the same, or any equipment, finishing's or contents thereof, and the Licensee shall comply with the Licensor's reasonable requirements relative thereto.
2. **Personal Use of Licensed Area:** The Licensed Area shall not be used or permitted to be used for residential, lodging or sleeping purposes or for the storage of personal effects or property.
3. **Heavy Articles:** The Licensee shall not place in or move about the Licensed Area without the Licensor's prior written consent any heavy article which, in the Licensor's reasonable opinion, may damage the Building or Courtyard.
4. **Deliveries:** The Licensee shall ensure that deliveries of materials and supplies to the Building are made through the loading dock and shall promptly pay or cause to be paid to the Licensor the cost of repairing any damage in the Building caused by any person making such deliveries.
5. **Furniture and Equipment:** The Licensee shall ensure that furniture and equipment being moved into or out of the Licensed Area is moved through such entrances, elevators and corridors and at such times as may from time to time be designated by the Licensor, and by movers approved by the Licensor, and shall promptly pay or cause to be paid to the Licensor the cost of repairing any damage in the Building caused thereby.
6. **Solicitations:** The Licensor reserves the right to restrict or prohibit canvassing, soliciting or peddling in the Building and Courtyard.
7. **Refuse:** The Licensee shall place all refuse in proper receptacles (Recycle, Organics, Bottles/Cans & Garbage) in the Licensed Area.
8. **Dangerous or Immoral Activities:** The Licensee shall not make any use of the Licensed Area which involves the danger of injury to any person, nor shall the same be used for any immoral purpose.
9. **Proper Conduct:** The Licensee shall not conduct itself in any manner which is inconsistent with the character of the Building as a first quality building, or which will impair the comfort and convenience of other tenants in the Building. Disruptive social events will not be permitted and may be interrupted if the noise is disruptive to other tenants or surrounding neighbors.
10. **Liquor:** If the Licensee intends to serve liquor at its event, a permit must be secured from the AGLC beforehand, with a copy submitted to the Manager. A liquor license may be obtained here: <http://www.aglc.gov.ab.ca/licences/specialevents.asp>.
11. **Cooking:** The Licensee is not permitted to cook food in the Courtyard, but warming trays are permitted with matting to protect Building's stone plaza from oil, grease and any other food or beverage stains.
12. **Catering:** The Licensee must coordinate with their catering provider to receive and pick up rentals, supplies and equipment within the License Period. Any items left in the License Area will be deemed abandoned and become property of the Licensor and may be removed from the Licensed Area and sold or disposed of by the Licensor and the Licensee will be billed for all costs incurred in connection with the removal or disposal.

There are 3 catering providers in the Building:

Eighth Avenue Trattoria (EAT)

Suite 210, 525 – 8 Avenue SW

403-263-9909

www.eattrattoria.ca

Cucina Market Bistro

515 – 8 Avenue SW

587-353-6565

www.eatcucina.com

Freshii

Suite 240, 555 – 8 Avenue SW

587-353-0971

www.freshii.com/ca

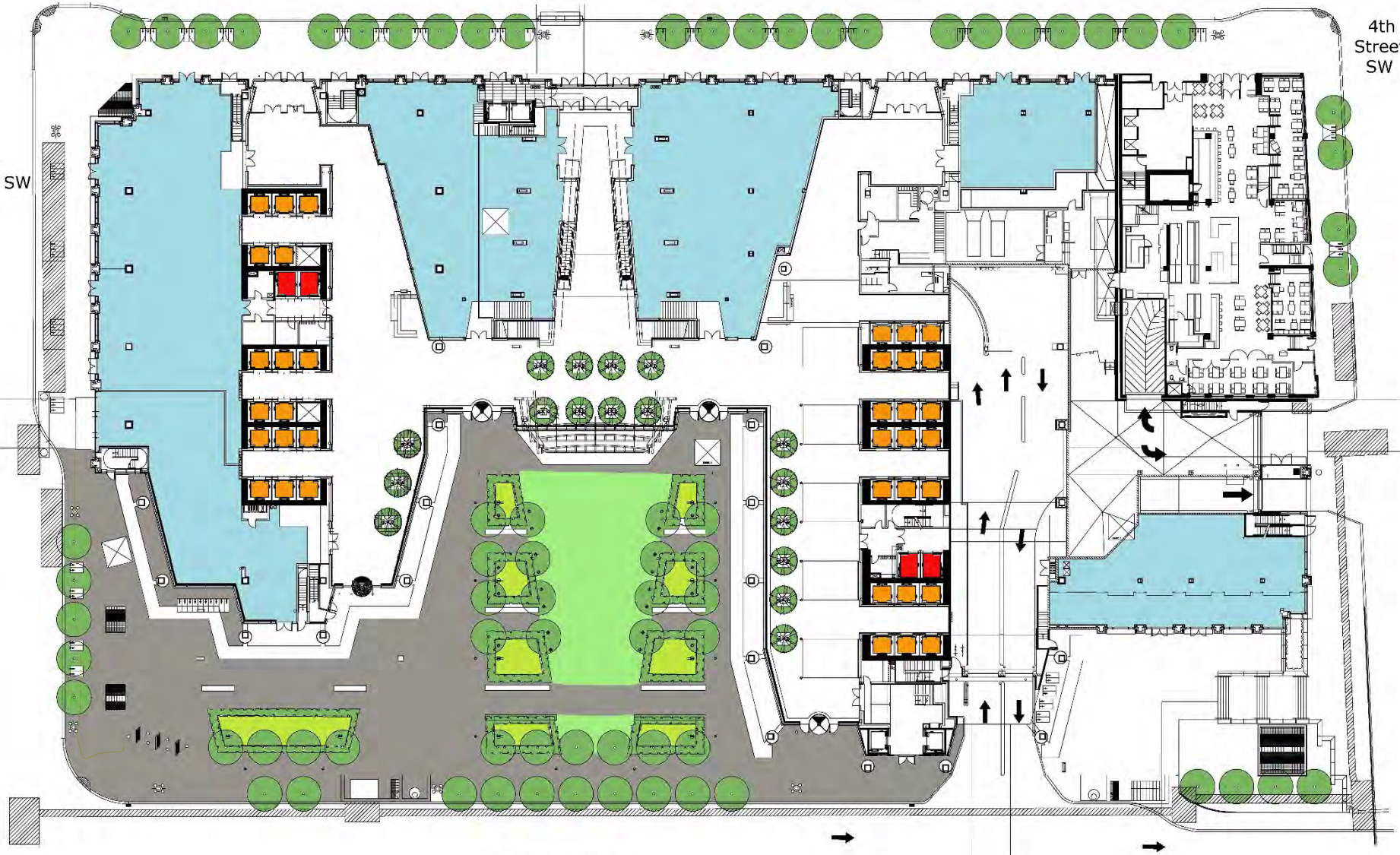
13. Signs: The Licensee shall not paint, display, inscribe, place or affix any sign, picture, advertisement, notice, lettering or direction on any part of the exterior of the Building or in any common area of the Building without the Licensor's prior written consent.
14. Photography/Videography: The Licensee must acquire approval prior to the License Period from Licensor to photograph and video record during the License Period.
15. Employees, Agents and Invitees: In these Rules and Regulations, the Licensee includes the employees, agents and invitees of the Licensee and others permitted by the Licensee to use or occupy the Licensed Area.

Courtyard Map

Stephen Avenue (8th Avenue SW)

4th Street SW

5th Street SW



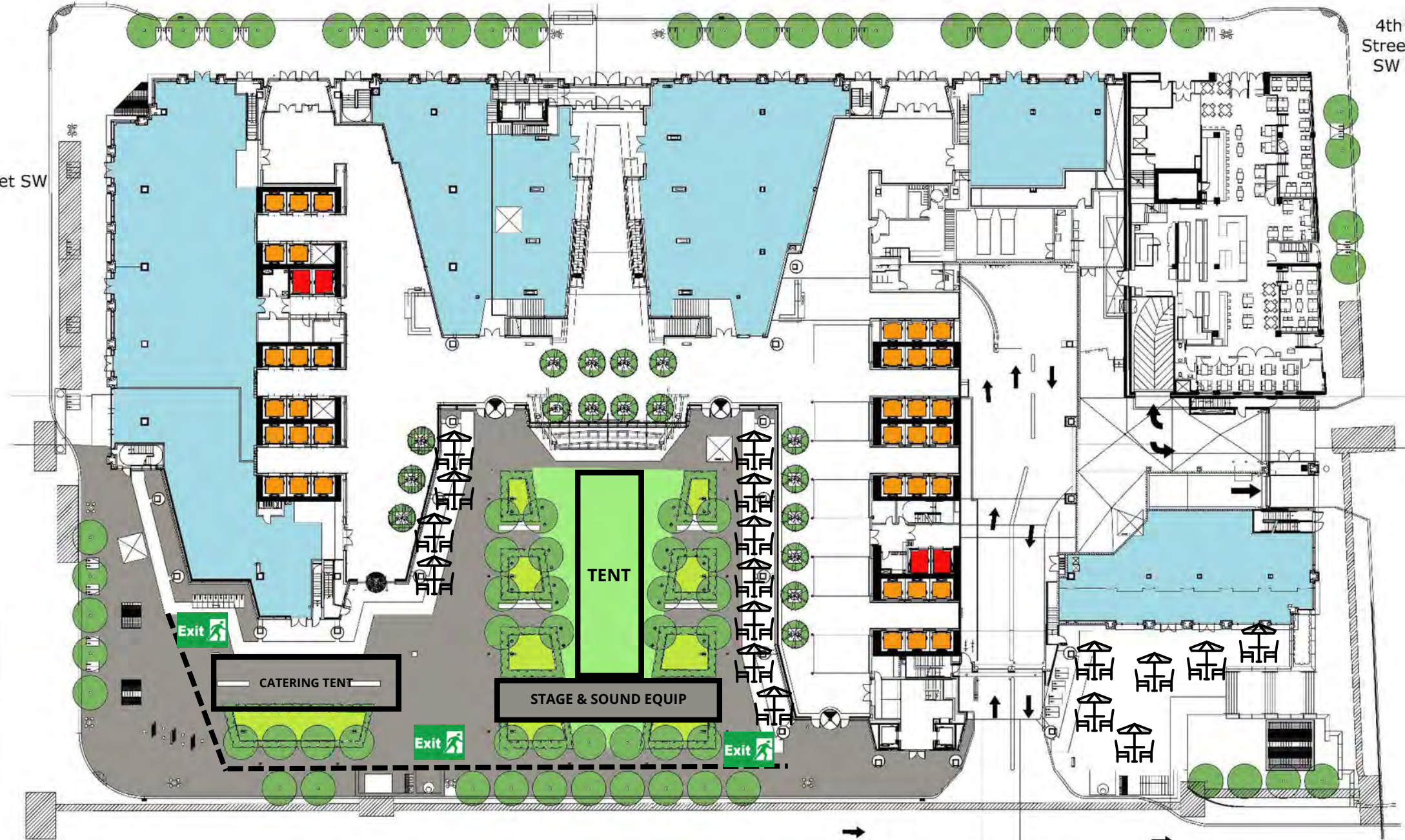
9th Avenue SW

Courtyard Map - Stampede Layout

Stephen Avenue (8th Avenue SW)

4th Street SW

5th Street SW



9th Avenue SW