

This Agreement is entered into as of _____ day of _____, 2023

BETWEEN

Avison Young Real Estate Services, LP

In Trust for 2023011 Ontario Limited (Sunnyside Mall)

(Hereinafter called the "Owner")

-And-

(Hereinafter called the "User")



1. The Owner agrees that the User may use a community booth in a certain area (the "Area") of Sunnyside Mall for the purpose of selling tickets on a car (fund raising) subject to the following terms and conditions.
2. The User shall use the Area only for the purposes set out above on the following dates; _____
***NOTE* if the User fails to show up twice and has not given notice, they will be banned from using the booths in the future.**
3. The car is to be brought into the Mall before 8:00 am on the Monday morning and removed after 5:00 pm on the Sunday by the Markside Entrance of Pete's Frootique. Please call security on arrival (902-877-0705) at the mall. Please check with Security (902-877-0705) if you are not sure where to go and they will direct you to the correct booth. Our Mall hours are Monday to Friday 9:30 am to 7:00 pm, Saturday 9:30 am to 6:00 pm and Sunday 12:00 pm – 5:00 pm.
4. **The User shall disconnect the battery connections in the car and ensure that the fuel tank is secured i.e. locked.**
5. **The User will not solicit customers in the Mall and will stay at the community booth at all times for the purposes of fund raising.**
6. The User agrees to report the total raised at the end of their use of the Community Booth to [Chelsea Dunn at chelsea.dunn@avisonyoung.com](mailto:Chelsea.Dunn@avisonyoung.com) or at the end of the fundraising campaign if the entire campaign is being run out of Sunnyside Mall.
7. The User shall, at least two (2) working days before it uses the Area, provide the Owner with proof satisfactory to the Owner that it carries and has in full force and effect, public liability and property damage insurance in connection with the use of the Area, in an amount of not less than Five Million Dollars (\$5,000,000.00). **Such insurance shall name and protect the User and the Owner and the Property Manager company.**
8. The User agrees to indemnify and hold harmless the Owner from and against all liability, claims, actions, damages, expenses or loss due to or arising from either the User's use of the Area or the acts or neglect of the User's employees or those for whom it is in law responsible.
9. This Agreement shall not be assigned or transferred by the User.
10. The User shall submit to the Owner for its prior approval, any advertisement, message, presentation, notice and/or display which the User shall use or intend to use in connection with use of the Area.
11. This Agreement may be terminated within 24 hours written notice by either party. The Owner reserves the right to relocate User at any time.
12. This Agreement shall be governed by the laws of the Province of Nova Scotia.

AVISON YOUNG Real Estate Services, LP
In Trust for 2023011 Ontario Limited (Sunnyside Mall)

OWNER: _____ PER: _____

USER: Please sign here: _____

PLEASE PRINT NAME: _____