

SCHEDULE "A"  
LICENCE TO OCCUPY CITY PROPERTY

THIS LICENCE made in duplicate this 27<sup>th</sup> day of May, 2025.

**B E T W E E N:**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

(herein referred to as the "City")

- and -

**Event Host and Main Organizer**

**2432310 ONTARIO INC. (OPERATING AS "LOPLOPS") and hereinafter referred to as the  
"Event Organizer"**

**Vendor and Programming Licencees**

**1972703 ONTARIO INC. (OPERATING AS "BEAVERTAILS") AND  
IGNITION EATERY AND**

**THE DIVE GASTRO PUB (OPERATING AS "THE DIVE") AND  
OUTSPOKEN INC. (OPERATING AS "OUTSPOKEN BREWING") AND  
12132869 CANADA INC. (OPERATING AS "THE SOUP WITCH") AND**

**FROMAGERIE KAPUSKOISE INC. & FRANCOIS NADEAU (OPERATING AS "FROMAGERIE  
KAPUSKOISE") AND**

**ANGELWOOD HOMES INC. (OPERATING AS "ANGELWOOD HOMES") AND  
INTERNATIONAL 500 PROJECT, INC. (OPERATING AS "I500 SERIES") AND**

**NIKKI BOUCHARD AND JOSHUA BOUCHARD (OPERATING AS "BUMBOLINA STUDIO") AND  
2766396 ONTARIO INCORPORATED (OPERATING AS "CORNOCOPIA") AND  
STEELCITY CORNHOLE LEAGUE**

(herein referred to as the "Licencee")

The City grants to the Event Organizer the right to occupy the property of the City ("City Property") identified as a section of **Queen Street East from Brock Street to Spring Street and the Downtown Plaza**, Sault Ste. Marie, Ontario, not including any City Boulevard, Parking Bay, Sidewalk, and/or Laneway that is subject to a Licence to Occupy City Property Agreement between the City and respective Property Owner under the City's Outdoor Patio Program, and specifically as shown and identified on Schedule "A" attached to this Licence. The Event Organizer is responsible for the entire "City Property" as it relates to this Agreement and for ensuring that the actual Event corresponds to the Event Layout and Plan marked as Schedule "A" to this Licence.

This Licence is subject to the conditions set out in Schedule "B" attached. In this Licence, the "City" means the "Council" of the City of Sault Ste. Marie and any person authorized to act on its behalf. This Licence shall enure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns.

In witness thereof the parties hereto have affixed their hands and seals on the date written above.

**SIGNED, SEALED AND DELIVERED**

**2432310 Ontario Inc. Operating as 'LOPLOPS'**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
Name: Stephen Alexander

Position:

**I HAVE THE AUTHORITY TO BIND THE  
CORPORATION**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
Name: MATTHEW SHOEMAKER  
Position: MAYOR

\_\_\_\_\_  
Name: RACHEL TYCZINSKI  
Position: CITY CLERK

**I HAVE THE AUTHORITY TO BIND THE CORPORATION**

**VENDOR AND PROGRAMMING LICENCEES**

**1972703 Ontario Inc. (Operating as BeaverTails)**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Name:**  
**Position:**  
**I HAVE THE AUTHORITY TO BIND THE CORPORATION**

**Ignition Eatery**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
Name:  
Position:  
**I HAVE THE AUTHORITY TO BIND THE CORPORATION**

**The Dive Gastro Pub, (Operating as The Dive)**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
Name:

Position:  
**I HAVE THE AUTHORITY TO BIND THE CORPORATION**

**Outspoken Inc. (Operating as Outspoken)**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
Name:  
Position:  
**I HAVE THE AUTHORITY TO BIND THE CORPORATION**

**12132869 Canada Inc. (Operating as The Soup Witch)**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
Name:  
Position:  
**I HAVE THE AUTHORITY TO BIND THE CORPORATION**

**Fromagerie Kapuskoise Inc. & Francois Nadeau (Operating as Fromagerie Kapuskoise)**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
Name:  
Position:  
**I HAVE THE AUTHORITY TO BIND THE CORPORATION**

**Angelwood Homes Inc. (Operating as Angelwood Homes)**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
Name:  
Position:  
**I HAVE THE AUTHORITY TO BIND THE CORPORATION**

**International 500 Project Inc. (Operating as I500 Series)**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
Name:

Position:

**I HAVE THE AUTHORITY TO BIND THE CORPORATION**

**Nikki Bouchard and Joshua Bouchard (Operating as Bumbolina Studio)**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
Name:

Position:

**I HAVE THE AUTHORITY TO BIND THE CORPORATION**

**2766396 Ontario Inc. (Operating as Cornocopia)**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
Name:

Position:

**I HAVE THE AUTHORITY TO BIND THE CORPORATION**

**SteelCity Cornhole League**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
Name:

Position:

**I HAVE THE AUTHORITY TO BIND THE CORPORATION**

## **SCHEDULE "A" TO LICENCE TO OCCUPY CITY PROPERTY**

### **City Property**

The following structures and programming are permitted to be set up and/or conducted at the following locations on City Property on **June 14, 2025 between the hours of 8:00 am and 10:00 pm**:

The temporary structures and Programming itemized below are permitted to be on the City Property in accordance with the Event Layout and Plan represented in "**Appendix 1**", as provided by the Event Organizer.

The City and Event Organizer acknowledge that Appendix 1 sets out the approximate location(s) of each temporary structure and elements of Programming, and that the actual set up of the temporary structures and Programming may slightly vary from the layouts set forth in Appendix 1.

### **The following programming is being proposed on Queen Street East and the Downtown Plaza June 14, 2025:**

1. The Event Organizer has obtained a Special Occasions Permit ("SOP") from the Alcohol and Gaming Commission of Ontario ("AGCO") for the Event to Licence the entire "City Property" as shown on the Event Layout and Plan represented in Appendix 1. To that end, the Event Organizer advises that the following breweries will be participating in the Event under the Event Organizer's 'SOP' **between the hours of 12:00 p.m. and 7:30 p.m.** and subject to the terms and conditions as set out in Schedule B to this Licence to Occupy City Property Agreement:
  - a. Northern Superior (Sault Ste. Marie)
  - b. Outspoken (Sault Ste. Marie)
  - c. Soo Falls (Sault Ste. Marie)
  - d. 46 North (Sudbury)
  - e. Founders Original (Toronto)
  - f. Collective Arts (Hamilton)
  - g. Forked River (London)
  - h. Sleeping Giant (Thunder Bay)
  - i. Lake of the Woods (Keewatin)
  - j. Kingsville (Kingsville)
  - k. Bench/Henderson (Beamsville)
  - l. Full Beard (Timmins)
  - m. Thompson Farms (Sault Ste. Marie)
  - n. Underground (Kirkland Lake)
  - o. Muskoka (Bracebridge)
  - p. Crosscut (Sudbury)
  - q. Little Beasts Brewing (Whitby)
  - r. Canvas (Huntsville)
  - s. Left Field (Toronto)

The Event Organizer shall ensure that only those breweries listed above participate in the Event.

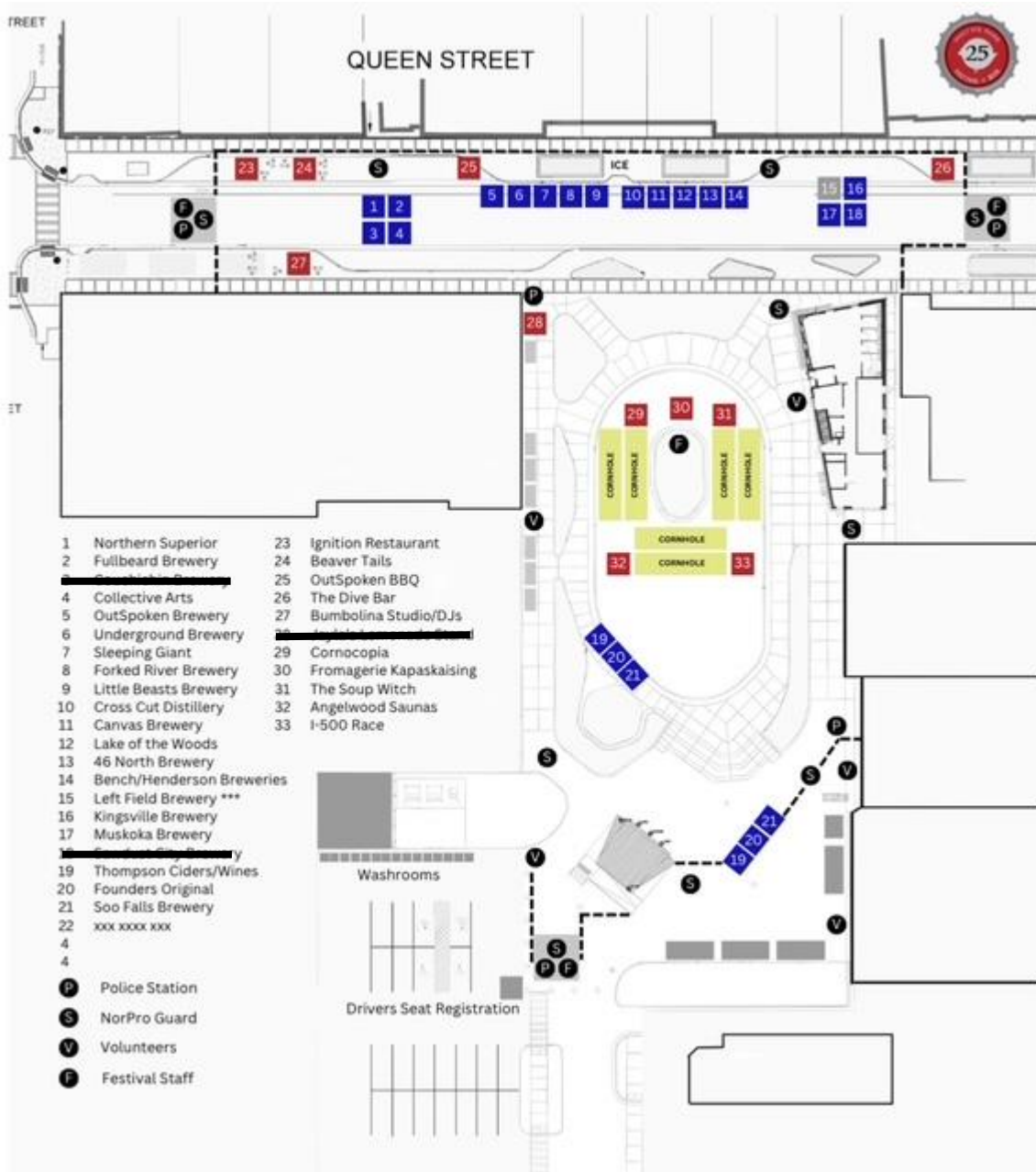
2. The Event Organizer further advises that the following Vendor and Programming Licencees shall be participating in the Event by either selling goods and/or food to Event Attendees or conducting Programming for the Event between the hours of 12:00 p.m. and 8:00 p.m., provided that the Event Organizer and the Vendor and Programming Licencees adhere to the terms and conditions as set out in Schedule B to this Licence to Occupy City Property Agreement:
  - a. BeaverTails
  - b. Ignition
  - c. The Dive
  - d. OutSpoken
  - e. The Soup Witch
  - f. Fromagerie Kapuskoise
  - g. Angelwood Homes
  - h. I500 Series
  - i. Bumbolina Studio
  - j. Cornocopia
  - k. SteelCity Cornhole League

The Event Organizer shall ensure that only those business listed above participate as Vendors and/or Programmers in the Event.

3. The Event Organizer advises that a band will be performing at the Downtown Plaza. The Event Organizer is responsible for all matters, liabilities, expenses, permits, and indemnities as it relates to the band.
4. Porta Potties will be set-up for the duration of the event in the Bingham Street Parking Lot and are to be removed by 10:00 pm on June 14, 2025.
5. A combination of 10'x10' tents and 20' x 20' tents will be set-up for the Event, provided the Event Organizer adheres to all conditions as set out in Schedule B to this Licence to Occupy City Property Agreement.
6. The Event Organizer shall ensure that all cords are covered with cable matting.
7. The Event Organizer shall ensure that all waste from the event must be removed by 10:00 pm on June 14, 2025.
8. The Event Organizer is responsible for securing the proper barricades and signage for the street closure and barricades to secure the Licensed Area and any other requirements as set out in the SOP issued by the AGCO as it relates to this Event. The Event Organizer acknowledges and agrees that the City shall not be responsible to supply, provide or set up such barricades and signage and the Event Organizer shall be responsible for all matters related thereto.

The above is collectively referred to as the "**Programming**" in this Licence Agreement.

# APPENDIX 1 - EVENT LAYOUT AND MAP



## APPENDIX 2 – STREET CLOSURE PLAN

	<p>Date: 04/04/2025 Author: A. Starzowski Project: Festival of Beer Start Date: 06/14/2025 Start Time: 8:00 am End Date: 06/14/2025 End Time: 10:00 pm</p> <p>Comments: 1) Queen St closed from Brock St to Spring St 2) Barricades and signs provided by applicant</p>	
<p><b>Manifest</b></p> <p>4 x TC-53A 1 x RB-92 RB-92</p>		

## SCHEDULE "B" TO LICENCE TO OCCUPY CITY PROPERTY

This Licence is subject to the following conditions:

### Use of City Property

1. The City hereby grants permission to the Event Organizer to set up and conduct the Programming for the Event specifically enumerated in Schedule "A" to this Licence Agreement on **June 14, 2025** on **Queen Street East (from Brock Street to Spring Street) and the Downtown Plaza**, Sault Ste. Marie, as identified in Schedule "A" to this Licence Agreement (the "City Property"), and subject to the following schedule for **June 14, 2025**:
  - a. Between the hours of **8:00AM-10:00PM**, the Event Organizer may setup matters in Schedule "A" to this Licence Agreement;
  - b. Between the hours of **12:00PM-8:00PM**, the Programming may carry on;
  - c. Between the hours of **12:00PM-7:30PM** the Event Organizer may serve alcoholic beverages in the "Licensed Area" from the breweries identified in Schedule A #1, in accordance with the Event Organizer's SOP acquired from the Alcohol and Gaming Commission of Ontario ("AGCO"); and
  - d. By the hour of **10:00PM** on **June 14, 2025**, the Event Organizer shall have completed the removal of barricades, signage, and all other matters related directly or indirectly to the Programming from City Property at their sole cost, liability and expense.
  
2. The Event Organizer warrants that in carrying out the Programming described in Schedule "A" to this Licence Agreement that it will comply with the following conditions regarding the temporary street closure of the City's streets as identified in the Street Closure Application:
  - a. The street closure must conform to the procedures as presented in the Ontario Traffic Manual Book 7 including, but not limited to, all signage and emergency services notification requirements; and
  - b. Signage and barricades shall be placed in accordance with the Road Closure Plan designed by the City's Public Works & Engineering Services Department as set forth in "**Appendix 2**" to this Licence Agreement and comply with any amendments made by the City's Public Works & Engineering Services Department and attached thereto.
  
3. The tent structure(s) and/or inflatable structures described in Schedule "A" to this Licence are to comply with the following conditions:
  - a. The tent structure(s) must be no less than three (3m) metres (9.8 feet) away from any building or other tent structure;
  - b. The tent structure(s) must be at ground level and must not be raised in any way;
  - c. The tent structure(s) and Programming must provide for access and clear passage by persons using mobility aides and strollers; and
  - d. The tent structure(s), inflatable bounce castle and Programming must comply with section 2.9 Tents And Air-Supported Structures, O. Reg. 213/07: Fire Code, made under *Fire Protection and Prevention Act*, 1997, S.O. 1997, c. 4.

The Event Organizer acknowledges and agrees that it is the Event Organizer's responsibility to apply for a Building Permit for any structures/tents, and any other matters related to the Event and adhere to any requirements and conditions as set out in the Building Permit. To date, the Event Organizer has not applied for a Building Permit and therefore, the Event Organizer acknowledges and agrees that the Event Layout and Plan may require adjustments depending on the results of the Building Permit Application, and certain portion(s) of the Event may not be permitted. The Event Organizer shall immediately advise the City and the AGCO of the results of its Building Permit Application and any adjustments necessary to the Event Layout and Plan following same. The Event Organizer is responsible for all matters related to the Event and for ensuring the Event itself adheres to all permits.

4. The Event Organizer warrants that in carrying out the Programming described in Schedule "A" to this Licence, the Event Organizer shall comply with the following conditions:
  - a. The Event Organizer shall ensure that pedestrian traffic on the City's sidewalks will not be impeded by any aspect of the Programming;
  - b. The Event Organizer shall ensure that exterior paths of travel meet the requirements of Part IV.1: Design of Public Spaces Standards of O. Reg. 191/11: Integrated Accessibility Standards under the *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005, c. 11; and
  - c. The Event Organizer shall undertake to erect temporary ramps in areas with no existing curb ramp in order to allow access to those using mobility devices.
5. The Event Organizer agrees to comply with all City and AGCO regulations including placement of barricades to the satisfaction of the City, AGCO and fire safety.
6. The Event Organizer represents and warrants that prior to the commencement of the Event, the Event Organizer has obtained any and all required permits and has complied with any and all necessary regulations as it relates to Algoma Public Health with respect to the Programming. To that end, on or before **June 12, 2025**, the Event Organizer shall provide the City with written confirmation by facsimile or email from Algoma Public Health listing any and all permits obtained with respect to the Programming. In the event that such confirmation of permits obtained has not been received by the City, to the satisfaction of the Manager of Recreation & Culture, or his/her designate, by **June 14, 2025**, the Event Organizer acknowledge and agree that the Programming shall not proceed on **June 12, 2025** as it relates to the food vending component(s) not so confirmed and this Licence is hereby terminated as it pertains to those items not so confirmed. Such written confirmation shall be sent as follows:

**CITY:**

Manager of Recreation & Culture  
The Corporation of the City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie, ON P6A 5X6  
Tel: (705)759-5311  
Email : v.mcleod@cityssm.on.ca

7. The Event Organizer represents and warrants that they have submitted to the AGCO the appropriate applications required to obtain the SOP for this Event on City Property. The Event Organizer acknowledges and agrees that the Event Layout and Plan may require adjustments

depending on the results of the SOP Application and certain portions of the Event may not be permitted. The Event Organizer shall immediately advise the City of the results of the SOP Application and is responsible for all matters related to the Event and for adhering to all AGCO requirements. The Event Organizer acknowledges and agrees that if the Event Organizer is not successful in obtaining the SOP or if it is terminated by the AGCO, the Event and Licence herein is terminated at the Event Organizer's sole liability, expense and cost. The Event Organizer represents and warrants that they have submitted to the AGCO the appropriate applications required to operate a Pop Up Patio and/or Extended Patio Area. The Event Organizer further represents and warrants that they have submitted a written form of notification of their Pop Up Patio and/or Extended Patio Area Programming for the Event to the AGCO, Algoma Public Health, the City Fire Department, the City Police Department and the City Building Department as required under Ontario Regulation 719, made under the *Liquor Licence Act*, R.S.O 1990, c. L. 19.

8. The Event Organizer acknowledges and agrees that AGCO and/or the City may terminate any portion or the entirety of the Event at its sole discretion and that such termination shall be at the Event Organizer's sole liability, cost and expense without any recourse to the City.
9. The Event Organizer shall have full responsibility to ensure that they have satisfied all liquor licence requirements for the main Licensed Area (under the Event Organizer's SOP). At no time shall the City be responsible for any matters related to liquor licence requirements or approvals for the Event and the main SOP. The Event Organizer and the Alcohol Service Providers shall save harmless and fully indemnify the City from and against all losses, costs (including solicitor costs on a substantial indemnity scale basis and disbursements), damages and expenses of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Event Organizer and each or any of the Alcohol Service Provider(s) of such liquor licence requirements and/or approvals.
10. The Event Organizer shall:
  - a. Provide the City with a copy of the Smart Serve Certificates of each and every person serving alcohol as part of the Event on or before **June 12, 2025** or that person shall not be permitted to serve alcohol at the Event;
  - b. Provide the City with a copy of a Security Compliance Plan satisfactory and approved by the AGCO on or before **June 12, 2025**, failing which the Event shall be terminated;
  - c. Provide at its sole liability, cost and expense all security, comprised of at least nine (9) security personnel and 3-5 City Police officers for the duration of the Event. To that end, the Event Organizer shall provide the City on or before **June 12, 2025** with a copy of its contracts with City Police and a Security Company confirming that it has made these arrangements;
  - d. Provide the City with a copy of an agreement between the Event Organizer and each and every Licencee herein setting out what that Licencee is permitted to do for the Event on or before **June 12, 2025**, failing which the Event portion that relates to a Licencee that has not entered into an Agreement/provided an Agreement to the City shall not proceed; and
  - e. Adhere to capacity requirements for the entire Event as set out by the City (Planning Division and AGCO),

Such written confirmation of the matters as set out in (a)-(d) shall be sent as follows:

CITY:           Manager of Recreation & Culture  
                  The Corporation of the City of Sault Ste. Marie  
                  99 Foster Drive  
                  Sault Ste. Marie, ON P6A 5X1  
                  Tel: (705) 759-5311  
                  Email: v.mcleod@cityssm.on.ca

11. The Event Organizer shall not use or permit the use of the City Property for any purpose other than the purpose herein set out, namely only that Programming or components thereof that have complied with the terms and conditions of this Licence. The Event Organizer shall not erect any other buildings or other structures, or conduct any other programming on the City Property unless expressly set out and approved by the City in writing in advance of the Event.

### **Liability and Insurance**

12. If, at the sole discretion of the City and/or emergency personnel, the City and/or emergency personnel requires access to any portion of **Queen Street East or the Downtown Plaza**, such that removal of any portion or the entirety of the Event and/or the Programming is required, the Event Organizer shall in no way restrict such access and the City and/or emergency personnel shall in no way be responsible for restoring the Event and/or the Programming to its condition prior to such access by the City and/or emergency personnel.
13. At no time shall the City be responsible for setting up, maintaining, removing or otherwise dealing with any matters related to the Programming and/or the Event. The Event Organizer shall be responsible for all costs, expenses and liabilities relating to the setup, presence and removal of all matters related directly or indirectly to the Event, the Programming/Vendors, the alcohol portions, SOP and any other matters related directly or indirectly to same.
14. All other Licencees (other than the Event Organizer) acknowledges and agrees that they are each responsible for all costs, liabilities, and expenses related directly or indirectly to their portion of the Event and shall fully indemnify and save harmless the City from any costs, expenses and liabilities of any nature and kind incurred by the City as a result of their respective portion of the Event. Further, the Licencees shall be responsible for all costs, expenses and liabilities relating to the setup, presence and removal of all matters related directly or indirectly to their Programming located on City Property.
15. All matters related to the Event are the responsibility of the Event Organizer. At no time shall the City be responsible for any matters related directly or indirectly to the Programming and/or the Event, and the Event Organizer acknowledge and agree that they shall each indemnify and save harmless the City from any costs (including solicitor costs on a substantial indemnity scale basis and disbursements), liabilities and expenses incurred by the City that may result directly or indirectly from the Programming and/or the Event.

16. The Event Organizer shall indemnify and save harmless the City from all costs and expenses caused to or incurred by the City and from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted, in any manner based upon, arising out of or connected with, the Event and/or the Programming, the intent being that the City shall be at no risk or expense to which it would not have been put had the Event and/or the Programming not occurred.
17. The Event Organizer each shall keep in force during the term of this Licence, liability insurance against claims for bodily injury, personal injury or property damage occurring on the City Property in an amount not less than Five Million (\$5,000,000.00) Dollars and name the City as "Additional Insured" to same. Proof of said insurance shall be filed with the City Community Development & Enterprise Services Department on or before **June 5, 2025, failing which the Event shall not proceed.**
18. The Vendor and Programming Licencees **each** shall keep in force during the term of this Licence, liability insurance against claims for bodily injury, personal injury or property damage occurring on the City Property in an amount not less than Two Million (\$2,000,000.00) Dollars and name the City as "Additional Insured" to same. Proof of said insurance shall be in a form satisfactory to the City's Risk Manager shall be filed with the City Community Development & Enterprise Services Department on or before June 5, 2025, failing which the Event shall not proceed as it relates to that Vendor and Programming Licencee not so received by the City.
19. If any of the Licencees decide not to participate in the Event or its participation is not permitted as it does not adhere to the terms and conditions as set out herein, then that particular Licencee shall not be a party to this Licence to Occupy City Property Agreement.

### **Compliance with Laws**

20. The Licencees shall comply with all Laws, By-Laws, Rules and Regulations of any governing body respecting the Event and the Programming, and shall save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Event Organizer with such Laws, By-Laws, Rules and Regulations.

### **Taxes**

21. The Event Organizer shall be liable for all taxes, permits, licences or assessments of every nature and kind whatsoever, in any way arising from the Event and the Programming.

### **No Assignment**

22. The Event Organizer shall not assign, transfer or make any other disposition of the Licence, or of the rights conferred thereby, without the prior express written consent of the City.

## **Termination**

23. This Licence Agreement shall terminate at **10:00PM** on **June 14, 2025**. The provisions of Paragraphs **1-23** of Schedule B and Schedule A to this Licence shall survive the termination of this Licence.