This LICENCE AGREEMENT made the 01 day of ___July___, 2025.

BETWEEN:

The Corporation of the City of Sault Ste. Marie, 99 Foster Drive Sault Ste. Marie, ON, P6A 5X6 (the "**Licensor**")

OF THE FIRST PART

AND

HIS MAJESTY THE KING IN RIGHT OF CANADA, as represented by the Minister of National Defence (the "**Licensee**")

OF THE SECOND PART

WHEREAS the Licensor are the owners of the property and more particularly described in Section 1 herein.

AND WHEREAS the Licensee has requested permission from the Licensor to use the property for the purpose of 'Military training' such as dry artillery deployments.

AND WHEREAS the Licensor has agreed to permit the Licensee to use the property for the purpose of Military training.

NOW THEREFORE this Agreement witnesses that in consideration of, and subject to, the terms and conditions set out herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties herby agree as follows:

DESCRIPTION OF THE PREMISES

1. The Licensor operates the property located at:
   a. Top Sail Island, Bellevue Park IVO UTM GR 16T GS 07297 52814, in Sault Ste. Marie in the Province of Ontario

(the "**Premises**"). See drawing attached hereto as Annex "A" and forming part of this Agreement.

LICENCE

2. The Licensor hereby grants to the Licensee a non-exclusive licence to enter the Premises designated by the Licensor in its discretion (the "**Authorized Locations**") and to occupy and use the Authorized Locations for the purpose of conducting a Gun Salute by the 49th (Sault Ste. Marie) Field Regiment. To satisfy all safety criteria for this event, the gun shall be placed on Top Sail Island by access via Belleview Park. The safety area and gun shall be cordoned off from public access during the conduct of the Gun Salute.

TERM

3. The term of this Agreement shall be commencing at 0001 and ending at 2359 on the 01 July 25.

LICENCE FEE

4. The parties acknowledge the receipt and sufficiency consideration of $2.00, taxes included, (two Canadian Dollars).

INSURANCE

5. The parties acknowledge that the Licensee is self-insured.

INDEMNIFICATION

6. Subject to the Crown Liability and Proceedings Act, Section 6 (Damages to Licencee's property and responsibility for injury), and Section 8 (Damage to the premises) the LICENSEE indemnifies and saves harmless the LICENSOR, its agents, and employees and their heirs, executors, administrators, successors and assigns, from and against all injury, damage, actions, causes of actions, suits, claims and demands of whatsoever nature which may result or may be brought or made by reason of any act or default of the LICENSEE, members of his Canadian Forces, his agents or his employees, or on account of any damage to the property of the LICENSOR or in connection with any loss, damage or injury in any manner based upon, arising out of or incidental to the exercise or purported exercise by the LICENSEE of the licence granted herein.

DAMAGE TO LICENSEE'S PROPERTY AND RESPONSIBILITY FOR INJURY

7. The Licensee agrees to assume full responsibility for the care of its property at all times during the term of this Agreement, and to assume all risk of loss, damage or injury (including death) to itself, its servants, agents, employees, invitees or sub-licensees.

LICENSOR'S PROPERTY

8. The Licensee agrees to take all reasonable care as would a prudent owner to safeguard the non-operational outdoor areas of the Premises being occupied by the Licensee during the term agreed to under this Licence and prevent damage thereto and to assume all risk of loss, damage or injury to himself, his agents, employees or licensees, subject to Section 6 (Damage to Licensee's property and responsibility for injury).

DAMAGE TO THE PREMISES

9. The Licensee shall not be responsible for any environmental or other property damage or loss to the Premises arising from:

    a) circumstances, acts or conditions beyond his control, or due to "force majeure", which is defined as an act of God, war, invasion, revolution, insurrection or other act of a similar nature;

    b) normal wear and tear of the Premises

    c) any damage to the Premises caused by the previous occupation of the Premises by other persons, organizations, or the Licensor;

    d) any damage to the Premises arising during the period covered by this agreement, where such damage is a consequence of pre-existing damage from previous occupation, or was caused by the activities of the Licensor during the period of this agreement; and

    e) any damage to the Premises caused by any other persons, organizations, or by the Licensor.

NOTICE

10. Any notice, consent, approval, waiver, advice, demand or communication to be given, made or provided hereunder shall be in writing, signed by a party and deemed to have been duly given by its delivery, personally, by electronic mail or by its being sent by mail, postage prepared to the other party at the following address:

    In the case of the Licensee:

    Katharine Carruthers
    Real Property Officer
    Real Property Operations Detachment Trenton
    8 Wing/Canadian Forces Base Trenton
    PO Box 1000, Station Forces
    Astra ON K0K 3W0
    Telephone: (613) 920 0846
    Email: Katharine.carruthers@forces.gc.ca

    In the case of the Licensor:

    Virginia McLeod
    Manager, Recreation and Culture
    The Corporation of the City of Sault Ste. Marie
    99 Foster Dr
    Sault Ste. Marie, ON, P6A 5X6
    Telephone: (705) 759-2500
    Email: v.mcleod@cityssm.on.ca

11. **AMENDMENT:** This Agreement may only be amended by a written agreement signed by both parties.

12. **GOVERNING LAW:** This Agreement shall be construed in accordance with, and governed by, the laws in effect in the Province of Ontario, subject to any paramount or applicable federal laws. Nothing in this Agreement is intended to or shall be construed as limiting, waiving or derogating from any Federal Crown prerogative.

13. **INTENTIONS OF THE PARTIES:** The Parties expressly disclaim any intention to create a partnership, joint venture or joint enterprise. Nothing in this Agreement may be construed as creating a relationship of agency, partnership, or joint venture between the parties.

14. **ENTIRE AGREEMENT:** This Licence constitutes the entire agreement between the Licensor and the Licensee pertaining to the subject-matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Licensor and Licensee pertaining to such subject-matter. There are no warranties, representations or other agreements between the Licensor and Licensee in connection with the subject matter hereof, except those specifically set out herein.

15. **WAIVER:** No waiver of any of the provisions of this Licence shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall waiver constitute a continuing waiver unless otherwise expressly provided.

16. **SEVERABILITY:** If any provision of this Licence is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Licence or invalidate or render unenforceable such provision in any other jurisdiction.

17. **TERMINATION:** Either party may terminate this Licence upon submission of thirty (30) days prior written notice to the other party.

18. **SUCCESSORS AND ASSIGNS:** This Licence shall endure to the benefit of and be binding upon the parties and their respective successors, heirs, and assigns.

19. **EXECUTION AND DELIVERY:** This Licence may be executed in counterparts, each of which will be deemed to be an original but all of which will constitute one and the same Licence. This Licence may be executed by original or electronic signature in portable document format (.pdf).

20. **EFFECTIVE DATE:** This Licence becomes effective as of the date of the last signature.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the respective parties hereto as of the date first written above.

HIS MAJESTY THE KING IN RIGHT OF CANADA, as represented by the Minister of National Defence

_____

Name:
Title:

I have the authority to bind The Corporation of the City of Sault Ste Marie.

_____

Name:
Title:

Annex “A”- Site Photos