

Appendix A - Major Terms and Conditions

1. Licensor: City of Toronto
2. Licensee: Toronto Artscape Inc.
3. Term: Twenty (20) years, commencing on or about November 8, 2021.
4. Right of Early Termination: For both parties, with 90 days prior written notice.
5. Municipal Address: 22 – 34 John Street, York, Ontario M9N 1J3
6. Legal Description: PIN 10323-0118(LT), legally described as part of lots 15,16 and 17 on plan 39 Weston, and designated as Part 6 on Plan 66R-28757.
7. "As is" Condition / Non-Exclusive Use: Licensee accepts the Weston Common in an “as is” condition, for non-exclusive use, and solely for the purpose of operating events and programming for community and cultural events.
9. Access for Event Organizers and Weston Farmers' Market: The Licence Agreement shall include access for use of the Weston Common by third party event organizers and for the Weston Farmers' Market, throughout the Term.
10. City Use: The City shall have the right to use the Weston Common for City events or third party events of no longer than 5 days, by reserving not more than 3 months in advance, unless agreed to by the Licensee acting reasonably. The City shall be responsible for applicable utilities, services and set up costs.
11. Licence Fee: Two (\$2.00) Dollars.
12. Realty Taxes: If applicable, the Licensee shall pay all realty taxes.
13. Other Costs: Pursuant to the Section 37 Agreement between the City and the developer (22 John Street Developments Inc.), the developer is responsible for repair and maintenance of the Weston Common. The Licensee shall be responsible for utilities, set-up costs and other costs resulting from Licensee's use of the Weston Common.
14. Insurance: Licensee to maintain at own expense Comprehensive General Liability insurance of not less than \$5,000,000.00 per occurrence, or in such higher amount as required by the City, and which policy(s) shall include provisions for cross-liability and severability of interest. The insurance policy(s) shall be primary to be fully exhausted before calling into contribution any insurance available to the City; and Licensee to maintain such other insurance as may be required by the City from time to time.
15. Compliance with Applicable Laws and City Policies: The Licensee shall comply with all applicable laws and City policies, including the prohibition of use of City facilities for political purposes.