

Terms and Conditions

1. Subject to termination by either party upon 30 days' written notice.
2. Temporary use for a fixed period of approximately six (6) weeks.
3. **Use** – Christmas Tree Sales
4. Commencing - November 15, 2026
5. **Term** – A five (5) year term, for a six (6) week seasonal period each year, commencing on November 15 and ending on December 31 of each year.
6. **License Fee** – An annual fee of **\$1,500.00 plus GST**, payable on November 15 of each year.
7. The Licensee shall ensure that access to the adjacent businesses remain unobstructed at all times.
8. No overnight parking shall be permitted on the adjacent property.
9. No parking on the grass area / boulevard.
10. There shall be no direct access to or from Sarcee Trail SW or Richmond RD SW other than already dedicated egress to and from the property.
11. The Licensee shall ensure there is 1 meter set back from the edge of the regional pathway adjacent to Richmond RD SW.
12. The Licensee shall ensure any enclosure and/or product will not interfere with sightlines / visibility to Sarcee Tr and Richmond RD SW. Free and clear access / view of and to the pathway will be maintained.
13. The Licensee shall be responsible for all maintenance of the Property including but not limited to snow and ice removal, grass cutting, repairing and removal of debris at their sole cost and expense.
14. The Licensee shall ensure all proper permits and approvals are obtained prior to commencing improvements of the Property at their sole cost and expense. Copies of all required permits and approvals shall be provided to the Licensor prior to the commencement of the license. If required, ensure you contact the necessary City Department prior to commencing any work (ie) Engineering, Mobility, Utilities, Environmental Protection, Urban Forestry, etc. to ensure compliance by the Departments.
15. The Licensee will be permitted to load / unload from the parking lot and will not block any adjacent pathways or sidewalks.
16. The Property shall be left in a neat and clean condition, free and clear of all waste material, debris and rubbish in the same condition prior to the Temporary License commencement.
17. The Licensee shall indemnify The City and save it harmless from and against all losses of life, personal injury, damage to property, or any other loss, damage, or injury, arising from any occurrence upon the subject lands or from its occupancy or use of the lands.
18. The City will not be responsible for any damage or injury that may happen to any member of the organization or the organization's officers, agents, employees, patrons, contractors, invitees, or property from any cause whatever during the occupancy of the lands.

19. The Licensee shall, at its sole expense, maintain a comprehensive general liability insurance policy for bodily injury (including death) and property damage in an amount not less than \$5,000,000.00 inclusive limit for any one occurrence which shall include The City as a named insured with respect to The City-owned lands. Proof of the required coverage must be received in our office prior to the event.
20. The Licensee shall not assign the License in whole or in part or sublet all or any part of the Property whatsoever, without the prior written consent of the Licensor.