

**LICENSE AGREEMENT**

THIS AGREEMENT dated effective \_\_\_\_\_, 20\_\_

**BETWEEN:**

**MALASPINA PRINTMAKERS SOCIETY**, having an address at 1555  
Duranleau Street, Vancouver, British Columbia, V6H 3S3

(the "Licensor")

**AND:**

\_\_\_\_\_, having an address at  
\_\_\_\_\_  
\_\_\_\_\_

(the "Licensee")

**WITNESSES THAT WHEREAS:**

- A. The Licensor holds a leasehold interest in a portion of those lands situated at 1265 Howe Street, Vancouver, British Columbia, V6Z 1R3 and 1555 Duranleau Street, Vancouver, British Columbia, V6H 3S3 and respectively legally described as PID: 030-783-542, Air Space Parcel 3 Block 101 District Lot 541 Group 1 New Westminster District Air Space Plan EPP80468 and Group 1, New Westminster Land District, LEASED PORTION LOT 37 TO 38 GRANVILLE ISLAND BLDG 38 (the "License Area").
- B. The Licensee has requested permission from the Licensor and the Licensor has agreed to permit the Licensee to enter upon and use the License Areas on and subject to the terms and conditions contained herein.

**NOW THEREFORE**, in consideration of the sum of **ONE DOLLAR (\$1.00)**, the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Licensee and the Licensor hereby agree as follows:

**1. License**

The Licensor hereby grants and conveys to the Licensee, a non-exclusive, non-transferable right and licence (the "License"), commencing on the date of this Agreement and terminating as specified in Section 12, to enter upon, go across, pass and repass over, within, upon and along the License Areas for the purposes of accessing studio space including various equipment and materials listed hereto in Schedule "B" as are situate therein and for no other purposes whatsoever (the "Licensed Use").

**2. Term**

The License granted in Section 1 and all other rights, liberties, licences, privileges and permissions granted to the Licensee in this Agreement shall commence on \_\_\_\_\_, 20\_\_ (the "Commencement Date") and continue until terminated in accordance with the terms of this Agreement (such period, the "Term").

**3. License Fee**

The Licensee shall pay to Licensor, at the address of the Licensor set out in Section 16 of this Agreement, or at such other place designated by the Licensor, in lawful money of Canada, without any prior demand and without any abatement, deduction or set off whatsoever, a licence fee as more particularly set out in Schedule "A" attached thereto (collectively, the "License Fee"). All payments of the License Fee in accordance with the above shall be paid in advance on the first day of each month during the Term.

#### **4. Licensee's Covenants**

The Licensee covenants and agrees that:

- (a) when exercising the licence granted to it by the Licensor in Section 1, the Licensee will at all times act reasonably and with due consideration for the interests of the Licensor and will cause as little disturbance to the Licensor and the users and occupiers, if any, of the License Area as is reasonably possible;
- (b) the License Area shall be operated and maintained at the sole risk and expense of the Licensee, in a good and workmanlike manner and in accordance with the requirements of all governmental authorities having jurisdiction, all applicable laws of competent government authorities, requirements of insurers and standard industry practice;
- (c) it may not erect or install any permanent structures or improvements, or make any alterations or modifications, on or to the License Area or any part thereof without the prior written consent of the Licensor, which consent may be withheld in the Licensor's sole and absolute discretion;
- (d) it will not store any flammable, combustible, explosive or other Hazardous Substances (as defined below) in, on or under any part of the License Areas or elsewhere on the License Area;
- (e) to limit the amount of dust, noise and debris caused or contributed to by the exercise of the Licensee's rights and licence hereunder in accordance with standard industry practice;
- (f) it will repair any damage caused to the License Areas or any other part thereof, promptly and in a good and workmanlike manner so that any damaged property is restored to as close to its predamaged condition as reasonably possible, including, but not limited, to any infrastructure and road works;
- (g) it will, at its sole cost and expense, comply with all applicable laws, codes, bylaws, regulations, directives and requirements of every governmental authority having jurisdiction over the Licensed Use;
- (h) it will, at its sole cost and expense, comply with all applicable guidelines or regulations as may be presented by the Licensor to the Licensee, from time to time;
- (i) it will be responsible for any and all construction and installation costs and expenses for or in respect of the License Area, to which the Licensor provides its prior consent in accordance with Subsection 5(c) to the intent that the Licensor is not and will not be liable for payment of any such costs or expenses;
- (j) it will be responsible for obtaining and maintaining, at its sole cost and expense, any and all permits, Licenses and approvals of any kind whatsoever for or in connection with the exercise of the Licensee's rights and licence hereunder, including, without limitation, the use by any person of any part of the License Areas;
- (k) it will be responsible for all taxes, fees, utilities, levies and other charges payable to governmental authorities in connection with the exercise of the Licensee's rights and licence hereunder to the intent that the Licensor is not and will not be liable for payment of any such charges; and
- (l) it will ensure that its activities do not unreasonably interfere with or disrupt the activities of the Licensor and the users and occupiers, if any, of the License Area.

#### **5. Restoration**

Upon the expiry or earlier termination of this Agreement, or when the Licensee no longer reasonably requires the use of the License Areas, whichever shall first occur, the Licensee will, promptly:

- (a) quit the License Areas and peaceably deliver possession of the License Areas to the Licensor; and
- (b) restore the License Areas, at the Licensee's sole cost and expense, to as close to its condition prior to the use of the License Areas subject to reasonable wear and tear, to the satisfaction of the Licensor, acting reasonably, in a good and workmanlike manner, and in accordance with the requirements of all governmental authorities having jurisdiction. Without limiting the generality of the foregoing, the Licensee covenants and agrees to remove from the License Areas all personal property and other materials of the Licensee and of those for whom the Licensee is responsible at law, or any other person permitted to use any part of the License Areas pursuant to the terms of this Agreement.

## 6. **Risk and Indemnity**

- (a) **Risk.** The Licensee agrees that it shall use the License Areas and exercise its rights hereunder at its own risk. The Licensee shall be responsible for arranging, at its sole cost and expense, any and all safety and security facilities, equipment and measures as are necessary or appropriate in the circumstances, and in accordance with standard industry practice.
- (b) **Indemnity.** The Licensee hereby agrees to indemnify and save harmless the Licensor, and each of them, and their respective officers, directors, shareholders, beneficiaries (including any beneficial owners of the License Area), partners, affiliates, employees, agents, successors and assigns (collectively, the "**Licensor Parties**"), from and against any and all actions, causes of action, proceedings, suits, executions, judgments, liabilities (whether accrued, actual, contingent or otherwise), claims, demands, debts, dues, accounts, damages, expenses, costs (including legal costs on a solicitor and own client basis) and any and all legal obligations and compensation arising therein or therefrom, of whatsoever kind or nature and howsoever arising, whether known or unknown, suspected or unsuspected, and whether at law or in equity, which may be made or brought against the Licensor Parties, or any of them, or that the Licensor Parties, or any of them, may suffer or incur, as a result of, in connection with or arising out of the exercise of the Licensee's rights and licence hereunder by the Licensee and/or its officers, directors, shareholders, partners, affiliates, successors, assigns, contractors, subcontractors, consultants, employees, Licensees, permittees, invitees, guests, agents, servants, workers and any person for whom the Licensee is responsible in law (collectively, the "**Licensee Parties**" and each a "**Licensee Party**"), or any of them, including, without limitation, the use of any of the License Areas (or any part thereof) for any purpose whatsoever. The Licensee agrees to not make any claim or take any proceedings against the Licensor Parties, or any of them, or against any other person, firm, corporation or other entity which might claim contribution or indemnity from the Licensor Parties, or any of them, with respect to the use of the License Areas (or any part thereof) for any purpose whatsoever, or any of the other matters contemplated in this Agreement.
- (c) **Release.** The Licensee, on its own behalf and on behalf of the Licensee Parties, hereby fully releases, remises and forever discharges the Licensor Parties, and each of them, of and from any and all actions, causes of action, proceedings, suits, executions, judgments, liabilities (whether accrued, actual, contingent or otherwise), claims, demands, debts, dues, accounts, damages, expenses, costs (including legal costs on a solicitor and own client basis) and any and all legal obligations and compensation arising therein or therefrom, of whatsoever kind or nature and howsoever arising, whether known or unknown, suspected or unsuspected, and whether at law or in equity, which the Licensee and the Licensee Parties, or any of them, now have or which they may have

against the Licensor Parties, or either of them, in any way resulting from, connected with or arising out of the exercise of the Licensee's rights and licence hereunder by the Licensee and the Licensee Parties, or any of them, including, without limitation, the use of any of the License Areas (or any part thereof) for any purpose whatsoever, or any of the other matters contemplated in this Agreement.

- (d) Survival. The indemnity and release contained in this Section 9 shall survive the expiry or earlier termination of this Agreement.

## 7. Builders Liens

The Licensee shall ensure that no builders lien or certificate of pending litigation (each, a "Lien") shall be registered against title to the License Area as a result of the activities being conducted by or on behalf of the Licensee or its contractors, subcontractors, consultants, employees, Licensees, permittees, invitees, guests, agents, servants, workers or those for whom the Licensee is responsible at law, or if so registered, shall, upon the Licensee becoming aware of same, be forthwith discharged and released from title at the sole cost and expense of the Licensee. If the Licensee fails to discharge or release such Lien as herein provided, the Licensor may make any payments into court as may be required to procure and register a discharge of any such Lien, and shall be fully reimbursed for any and all costs incurred by the Licensor in connection therewith (including legal costs on a solicitor and own client basis) by the Licensee forthwith and its right to reimbursement shall not be diminished, affected or impaired if the Licensee shall then or subsequently establish or claim that any Lien so discharged was without merit or excessive or subject to any abatement, setoff or defense.

## 8. Environmental

- (a) In this Section 11, the following terms have the following meanings:
- (i) "**Environment**" includes the air, land (including sediments) and water (including surface water, groundwater and waterbodies) and all living organisms;
  - (ii) "**Environmental Laws**" means any and all statutes, laws, regulations, rules, policies, orders, bylaws, standards, guidelines, Permits, and other lawful requirements of any governmental authority having jurisdiction over the Building, including, without limitation, the *Canadian Environmental Protection Act* (Canada) and the *Environmental Management Act* (British Columbia) and the regulations made under them, now or hereafter in force, relating in any way to the Environment or human health and safety and applicable to the License Area, or the use or occupancy of the License Area, or the Handling or Release of any Hazardous Substance in, on, to or from the License Area or any other property, watercourse or body of water, including the principles of common law and equity;
  - (iii) "**Environmental Claim**" means any action, citation, claim, directive, investigation, judgment, litigation, order, proceeding or other requirement under or pursuant to any Environmental Laws and applicable to, arising from or relating in any way to the License Area;
  - (iv) "**Handle**" means to bring onto, handle, produce, process, store, use, transport or arrange for transport and "**Handled**" and "**Handling**" have corresponding meanings;
  - (v) "**Hazardous Substance**" means any substance, product, good or other material which is:
    - A. hazardous, toxic or dangerous, or potentially hazardous, toxic or dangerous, to human health or to the Environment; or
    - B. defined in any Environmental Law as a hazardous product, hazardous substance, toxic substance, deleterious substance,

waste, special waste, dangerous good or reportable substance, or similar term; or

- C. now or hereafter prohibited, controlled or regulated under any Environmental Laws;
- (vi) **"Permit"** means any approval, authorization, certificate, consent, licence or registration under or pursuant to any Environmental Laws required to be obtained by the Licensee or any Licensee Party in respect of the use or occupation of any part of the License Areas;
- (vii) **"Release"** of a Hazardous Substance includes any discharge, disposal, pumping, pouring, dumping, injection, emptying, emission, escape, leaching, leak, migration, release or spill, or any introduction into the Environment, of the Hazardous Substance and **"Released"** has a corresponding meaning.
- (b) The Licensee acknowledges and agrees that the Licensor has made no representation or warranty to the Licensee concerning the environmental condition of the License Area or the presence or absence of any Hazardous Substance thereon or therein, and is licensing the License Areas to the Licensee on an "as is" basis with respect to their environmental condition.
- (c) The Licensee covenants and agrees with the Licensor as follows:
  - (i) at its sole cost, to comply promptly and strictly, and cause each Licensee Party to comply promptly and strictly, with all Environmental Laws (including obtaining and complying with all Permits);
  - (ii) not to at any time cause or permit any Hazardous Substance to be Handled or Released in or from any part of the License Areas or elsewhere on The License Area by the Licensee or any Licensee Party, without the Licensor's prior written consent;
  - (iii) to notify forthwith the Licensor in writing:
    - A. if there is a Release of a Hazardous Substance in or from any part of the License Areas or elsewhere on The License Area by the Licensee or a Licensee Party;
    - B. if the Licensee receives notice of any Environmental Claim; or
    - C. if the Licensee breaches this Section 11, and to provide the Licensor with all details and any relevant documentation in respect of any of the foregoing;
  - (iv) if required by the Licensor at any time before or after the Expiry Date (as defined below), to remove completely from the License Areas and any other property, watercourse or body of water, promptly at its cost, all Hazardous Substances Handled or Released in, on, to or from the License Areas by the Licensee or a Licensee Party, and to remediate, by complete removal, all contamination of the License Areas or any other property, watercourse or body of water, resulting from any Hazardous Substance Handled or Released in, on, to or from any part of the License Areas or elsewhere on the License Area by the Licensee or a Licensee Party. If the Handling or Release of a Hazardous Substance by the Licensee or any Licensee Party has caused any part of the License Areas to be a "contaminated site" under the *Environmental Management Act* (British Columbia) or any replacement or successor legislation, the Licensee will, after completing the remediation of the contamination, obtain a certificate of compliance under the

*Environmental Management Act* or any replacement or successor legislation in respect thereof. The Licensee will provide to the Licensor all environmental reports and other information and documentation regarding any remediation performed pursuant to this Section **11(c)(iv)**. Any removal of Hazardous Substances or remediation of contamination performed by the Licensee pursuant to this Section **11(c)(iv)** will be performed in accordance with a work plan previously approved in writing by the Licensor and with all Environmental Laws; and

- (v) to indemnify and save harmless the Licensor Parties, and each of them, from and against any and all actions, claims, costs, damages, expenses, fines, judgments, liabilities, litigation, losses, orders, penalties and proceedings related to, arising from or in connection with, directly or indirectly:
  - A. a breach by the Licensee of this Section **11**; or
  - B. the presence of any Hazardous Substance in, on or under any part of the License Areas or elsewhere in, on or under The License Area; the Release or alleged Release, of any Hazardous Substance in, on or from any part of the License Areas or any other property, watercourse or body of water; the environmental condition of the License Areas; or any Environmental Claim, where such presence, Release or alleged Release, condition or Environmental Claim was caused by, related to or arose from the use or occupation of any part of the License Areas by the Licensee or any Licensee Party, or the Handling or Release of any Hazardous Substance in, on, to or from any part of the License Areas by the Licensee or any Licensee Party.
- (d) Any Hazardous Substance Handled or Released in, on, to or from any part of the License Areas by the Licensee or any Licensee Party will be the property of the Licensee, notwithstanding any rule of law or provision of this Agreement to the contrary, the degree of affixation of the Hazardous Substance to the License Areas, or the expiry or earlier termination of this Agreement.
- (e) All obligations of the Licensee under this Section **11** will survive the expiry or earlier termination of this Agreement and are in addition to, and will not limit, the obligations of the Licensee contained in any other provisions of this Agreement.

## **9. Termination**

This Agreement and the licence granted hereunder with respect to the License Areas shall automatically expire and terminate upon the earlier of:

- (a) any default by the Licensee where such default persists for a period of five (5) days following delivery of written notice of such default by the Licensor to the Licensee;
- (b) upon thirty (30) days' written notice provided from the Licensee to the Licensor; and
- (c) Immediately if determined at the Licensor's sole and absolute discretion.

(the earliest of such dates being called the "**Expiry Date**").

## **10. No Interest in Land**

The Licensee has no real property or leasehold interest in any portion of License Areas. Licensee's only interest in the Licensed Area is that of a non-exclusive Licensee with a revocable right to use the Licensed Area on the terms and conditions set out herein.

**11. Right to Use The License Area**

Nothing herein shall prevent the Licensor from using the License Areas or any part thereof in a manner which does not unreasonably interfere with the exercise by the Licensee of its rights and licence hereunder.

**12. Notices**

All notices or other communications hereunder shall be in writing and shall be delivered by delivery, facsimile, or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to the Licensor:           **MALASPINA PRINTMAKERS SOCIETY**  
1555 Duranleau Street,  
Vancouver, British Columbia, V6H 3S3  
Email:                   [info@malaspinaprintmakers.com](mailto:info@malaspinaprintmakers.com)  
Attention:               Justin Muir

If to the Licensee:           \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email:                   \_\_\_\_\_

or to such other address as any party may from time to time designate by notice in writing to the other parties. Any such notice or communication shall be deemed to have been given on the actual date of delivery. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 16 shall constitute delivery.

**13. Enurement**

This Agreement shall enure to the benefit of and be binding upon the parties hereto their respective successors and assigns.

**14. Time**

Time will be of the essence of this Agreement and will remain of the essence notwithstanding the extension of any of the dates hereunder.

**15. No Waiver**

No failure or delay on the part of either party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Except as may be limited herein, either party may, in its sole discretion, exercise any and all rights, powers, remedies and recourses available to it under this Agreement or any other remedy available to it and such rights, powers, remedies and recourses may be exercised concurrently or individually without the necessity of making any election.

**16. Assignment**

The Licensee may not assign or otherwise transfer any portion whatsoever of its interest in this Agreement or as granted hereunder without the prior written consent of the Licensor, which consent the Licensor may withhold in its sole and absolute discretion.

**17. Severability**

If any provision of this Agreement or any part hereof is determined to be invalid it will be severable and severed from this Agreement and the remainder of this Agreement will be construed as if such invalid provision or part had been deleted from this Agreement.

**18. Entire Agreement**

This Agreement and the agreements, instruments and other documents entered into pursuant to this Agreement set forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings among the parties with respect to the matters herein and there are no oral or written agreements, promises, warranties, terms, conditions, representations or collateral agreements whatsoever, express or implied, other than those contained in this Agreement.

**19. Amendment**

This Agreement may be altered or amended only by an agreement in writing signed by the parties hereto.

**20. Further Assurances**

Each of the parties hereto will at all times and from time to time and upon reasonable request do, execute and deliver all further assurances, acts and documents for the purpose of evidencing and giving full force and effect to the covenants, agreements and provisions in this Agreement.

**21. Counterparts**

This Agreement may be executed in any number of original counterparts, with the same effect as if all the parties had signed the same document, and will become effective when one or more counterparts have been signed by all of the parties and delivered to each of the other parties. All counterparts will be construed together and evidence only one agreement, which, notwithstanding the dates of execution of any counterparts, will be deemed to be dated the reference date set out above, and only one of which need be produced for any purpose.

**22. Electronic Execution and Delivery**

This Agreement may be executed by the parties and transmitted by fax or other electronic means and if so executed and transmitted this Agreement will be for all purposes as effective as if the parties had delivered an executed original Agreement.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the day and year first above written.

***By the Licensor:***

***By the Licensee:***

**MALASPINA PRINTMAKERS SOCIETY**

Per:

\_\_\_\_\_  
*Authorized Signatory*

Print Name:

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



## **SCHEDULE "A"**

### **FEE SCHEDULE**

Those certain fees as may be updated from time to time without requirement of any further notice to be provided from the Licensor to the Licensee at:

<https://www.malaspinaprintmakers.com/studio>

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The Licensee hereby acknowledges responsibility to diligently inform itself of any updates to such equipment and materials throughout all relevant times during the Term and shall have been deemed to have done so for the purposes of the License.

## **SCHEDULE "B"**

### **EQUIPMENT**

Those certain equipment and materials as may be updated from time to time without requirement of any further notice to be provided from the Licensor to the Licensee at:

<https://www.malaspinaprintmakers.com/studio>

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The Licensee hereby acknowledges responsibility to diligently inform itself of any updates to such equipment and materials throughout all relevant times during the Term and shall have been deemed to have done so for the purposes of the License.