



MIDTOWN PLAZA INC

Unit 72, Midtown Shopping Centre
201 1st Avenue,
Saskatoon, SK S7K 1J5

(the Licensor)

- and -

COMPANY

(the Licensee)

Use

The Licensee shall use the area only for the purpose of their event as previously agreed upon, access will be granted on the dates of _____ between the hours of _____ **and** _____ and shall comply with all regulations set by the Licensor for such use.

*The stated date(s) and times *include* set up and take down.

Payment

The Licensor agrees, unless otherwise specified, that for the usage of “The Studio at Midtown” on the above stated date(s) and times to pay a rental fee of **\$0.00 (GST Included)**.

Security personnel must be paid for by *the Licensee* if event set up remains beyond mall operating hours or as may be required from time to time. (e.g., licensed events). The cost for Security shall be \$60.00 per hour, if applicable.

All hourly and daily rental fees must be paid in full, no less than 2 weeks prior to the commencement of the event. Payment must be by cheque or money order made payable to Midtown Plaza Inc, and delivered to the Guest Services Kiosk or at the Midtown Mall Administration Office.

Deposit

A security deposit of \$50.00 is due to confirm your reservation. If deposit is not received online, or in person within 2 days of the online request, the space will be released. This deposit is fully refundable at the conclusion of the event so long as the space is returned in the condition it was received. Minor cleaning excepted.

Cancellation Policy

All cancellations must be in writing.

- Over 30 days – full refund of deposit
- 14 to 30 days – 50% refund of deposit
- Less than 14 days – **No Refund** of deposit. Rescheduling of event may be considered with no additional fee. (Management's discretion)

Set up Requirements

The Licensor requires that the licensee, provide a list of set up requirements ***two weeks prior*** to the event (example: tables, chairs, retail fixtures etc.) in addition to a list of items owned or rented by the licensee, so that the Licensor is aware ahead of time; on what to expect at load in (example: fixtures, decorations etc.).

There is no movement of fixtures, furniture or stock permitted during operating hours of the centre. Set up and take down must be completed outside of the hours noted below:

Monday	10 am – 7 pm
Tuesday	10 am – 7 pm
Wednesday	10 am – 8 pm
Thursday	10 am – 8 pm
Friday	10 am – 8 pm
Saturday	10 am – 7 pm
Sunday	11 am – 6 pm

Prohibited Materials

Event Organizers/Vendors must submit full descriptions of their merchandise, display booth(s) and event subject matter/content for approval prior to booking.

All religious, political, profane, libelous, defamatory, controversial, and illegal materials are prohibited from being discussed, displayed, used, or sold in The Studio at Midtown. There is a zero-tolerance policy regarding this clause, and as such, failure to comply will be grounds for the immediate termination of the event with no refund.

Safety Requirements and Restrictions

- No open flames are allowed.
- No burning candles on table surfaces or diffusers allowed.
- Do not overload electrical outlets.
- Keep flammables away from electrical outlets and static electricity.
- In the kitchen if using a hot plate, toaster, or cooking surface, keep it grease-free, clear of clutter, and unplug appliances when not in use.
- Keep doorways and evacuation paths open in case of emergency.
- Designate safe smoking areas away from the building and anything that could ignite.

Insurance

The Licensee must provide evidence of Commercial General Liability insurance prior to the commencement date as noted in section (a) and coverage shall be no less than *\$5 Million*, on a per occurrence basis.

Such insurance shall name Midtown Plaza Inc., as the certificate holder and shall protect the User, Midtown Plaza Inc., Cushman & Wakefield Asset Services ULC, KingSett Capital Inc., Kingsett Canadian Real Estate Income Fund LP, OPB Finance Trust II and IMCO (Investment Management Corporation of Ontario) as named additional insureds.

Should you require assistance with finding a suitable insurer, please contact our office to discuss obtaining special event insurance.

Lotto / Liquor Licensing

If you, or your organization, is holding a lottery of any kind or alcohol will be served, a copy of your license(s) must be given to the Licensor prior to taking possession of the space and be visible for the duration of the event.

All laws and regulations pertaining to the sale, distribution, consumption, and possession of alcohol must be followed. Failure to do so will be grounds for the immediate termination of the event with no refund.

For more information, please visit www.slga.com

Audio / Visual Equipment

The Licensor is capable of providing the following equipment, upon request, for the licensee's use free of charge, while in the space:

- Smart tv
- Vidor conferencing system.

Advertisement

The Licensee shall submit to the Licensor, at least **two weeks** (10 working days) before utilizing the space, for its prior approval, any message intended for a public audience including advertisements, social media content, email newsletters, posters and/or displays which the Licensee shall use or intend to use in connection with the use of the space.

Indemnification

The Licensee agrees to indemnify and hold harmless the Licensor, **Midtown Plaza Inc., Cushman & Wakefield Asset Services ULC** and **any other applicable legal entities**, from and against all liability, claims, actions, damages, expenses, or loss due to or arising directly or indirectly from the Licensee's use of the space.

The Licensor shall not be liable to Licensee for any damages, losses or injuries to the persons or property of Tenant which may be caused by the acts, neglect, omissions or faults of any persons, firms or corporations, except when such injury, loss or damage results from the acts, neglect, omissions or faults of Licensor, their agents or employees.

By signing this agreement, the Licensee covenants and agrees to abide by all the Rules and Regulations that govern the Shopping Centre and agrees to carry on its activity in good taste and in a first-class manner suitable for public display in a high-profile retail Centre.

IN WITNESS WHEREOF the parties hereto have duly executed this agreement this

_____ day of _____, 2022.

Per: _____
Signature

**Midtown Plaza Inc., by its Agent and Manager,
Cushman & Wakefield Asset Services ULC**

Per: _____
Signature
Tara Faris, General Manager

