

THIS LICENSE GRANTED THIS 23rd DAY OF JUNE A.D.
1992

BETWEEN:

THE MUNICIPAL CORPORATION
OF THE CITY OF MOOSE JAW

(hereinafter called the "Licensor")
OF THE FIRST PART

THE MOOSE JAW RUGBY CLUB INC.

(hereinafter called the "Licensee")
OF THE SECOND PART

AND WHEREAS the Licensor is the owner of the area commencing at the Northeast corner of Lot 24, Block 86, Westmore Subdivision, extending westerly along the northern boundary of Lots 13 to 24 inclusive, Block 86 for a distance of 300 feet, thence southerly and parallel to 13th Avenue S.W. a distance of 416 feet, thence westerly along the southern boundary of Lots 6 to 12 inclusive, Block 79 for a distance of 175 feet, thence southerly and parallel to 13th Avenue S.W. for a distance of 502 feet, thence easterly along the northern boundary of Ash Street for a distance of 475 feet, thence northerly 918 feet to the point of commencement as shown in the plan attached hereto and marked Exhibit "A";

AND WHEREAS the Licensee is desirous of obtaining a license to occupy, use and operate the aforesaid lands;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH THAT in consideration of and subject to the terms, conditions, covenants and provisos hereinafter contained the parties hereto mutually agree as follows:

1. The Licensor hereby agrees to grant a license to the Licensee to occupy, use and operate the lands for the purpose of a rugby field facility, (hereinafter called "the rugby field") as the said lands are shown on Exhibit "A" attached hereto and forming part of this agreement, for an initial term of five (5) years commencing January 1, 1992 to December 31, 1997 and upon the expiration of the initial five (5) year term, this license shall remain in effect thereafter, from year to year, until terminated as provided for herein.

2. The Licensee agrees that it shall not erect any buildings on the rugby field without submitting plans and specifications therefor to the Licensor and obtaining the approval of the Licensor to such plans and specifications.
3. The Licensee agrees to rent the rugby field facility to other recreational organizations who have requested the use of the rugby field provided the request is reasonable. Where the Licensee denies the use of the field to another organization, the Licensee shall inform that organization that they have a right to appeal to the City Parks, Recreation and Culture Department for approval and the Department's decision shall be final.
4. The Licensee shall be responsible for any concession operation and/or subletting of same.
5. The Licensee agrees to be responsible for all utilities, excepting water for irrigation purposes, associated with the operation of the rugby field and to pay for the provision of any services connected therewith. The Licensor agrees to supply the water required for irrigation purposes for the lands at the City's expense.
6. The Licensor agrees that the Licensee shall retain any revenue derived from the rental of the said rugby field by the Licensee to other users of the rugby field.
7. The Licensee agrees to maintain the above described lands and premises at its own expense to a standard acceptable to the Director of the Parks, Recreation and Culture Department of the City of Moose Jaw.
8. The Licensee agrees to control traffic on the above described lands and premises to ensure parking takes place in an orderly fashion and within designated parking areas only.
9. The Licensor agrees to fund capital improvements required for the rugby field to ensure the rugby field is kept at a level of service acceptable to the public and the users of the rugby field.

10. The Licensee shall maintain and keep the rugby field clean and tidy to the satisfaction of the Director of the Parks, Recreation and Culture Department of the City of Moose Jaw.
11. The Licensee agrees that the Licensor shall not be liable to the Licensee nor to any other person or corporation for any claim, demand, damages or rights or causes of action whatsoever arising out of or incidental to, or in any manner connected with, directly or indirectly, the operation of the Licensee, including the operations of the rugby field. The Licensee further agrees to save harmless and to indemnify the Licensor against any and all claims, liabilities, demands, damages or rights or causes of action whatsoever made or asserted by anyone arising out of or incidental to this agreement.
12. The Licensee shall maintain, at its cost, bodily injury and property damage liability insurance of not less than \$2,000,000. inclusive coverage. The Licensee agrees also to maintain any commercial automobile and non-owned automobile third party liability insurance as may be necessary in an amount of not less than \$2,000,000. inclusive coverage.
13. The Licensee shall maintain such insurance coverage in respect to contents, burglary and robbery coverage as it may consider necessary.
14. The Licensee shall provide copies of the policies providing liability coverages or appropriate Certificates of Insurance to the Licensor. These policies shall not be cancelled without thirty (30) days prior written notice being given to the Licensor. Wording of all policies relative to exposures included and excluded, deductible amounts, etc. are the responsibility of the Licensee.
15. The Licensee agrees to incorporate under the Province of Saskatchewan Non-Profit Corporations Act and further agrees that the Licensor shall be entitled to appoint one non-voting representative to their Executive as an advisor.

16. The parties hereby agree that the Licensor or the Licensee may terminate this agreement at any time, on not less than sixty (60) days written notice of intention to do so, forwarded prior to December 31st of each year during the term of this agreement. However, it is understood that unless the Licensee is in breach of this agreement, the Licensor shall upon termination of this agreement, provide a suitable alternative field for the use of the Licensee.
17. This agreement is binding on the parties hereto and their respective heirs, executors, administrators, successors, successors-in-title and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their seals duly attested by the hands of their proper signing officers on that behalf on the day and year first above written.

SIGNED, SEALED AND DELIVERED

THE MUNICIPAL CORPORATION
OF THE CITY OF MOOSE JAW

Per: _____

MAYOR

Per: _____

CITY CLERK

THE MOOSE JAW RUGBY CLUB INC.

Per: _____

Per: _____

C A N A D A
PROVINCE OF
TO WIT:

AFFIDAVIT OF WITNESS

I, Lila Muc, of the City of Moose Jaw, in the Province
of Saskatchewan,

MAKE OATH AND SAY:

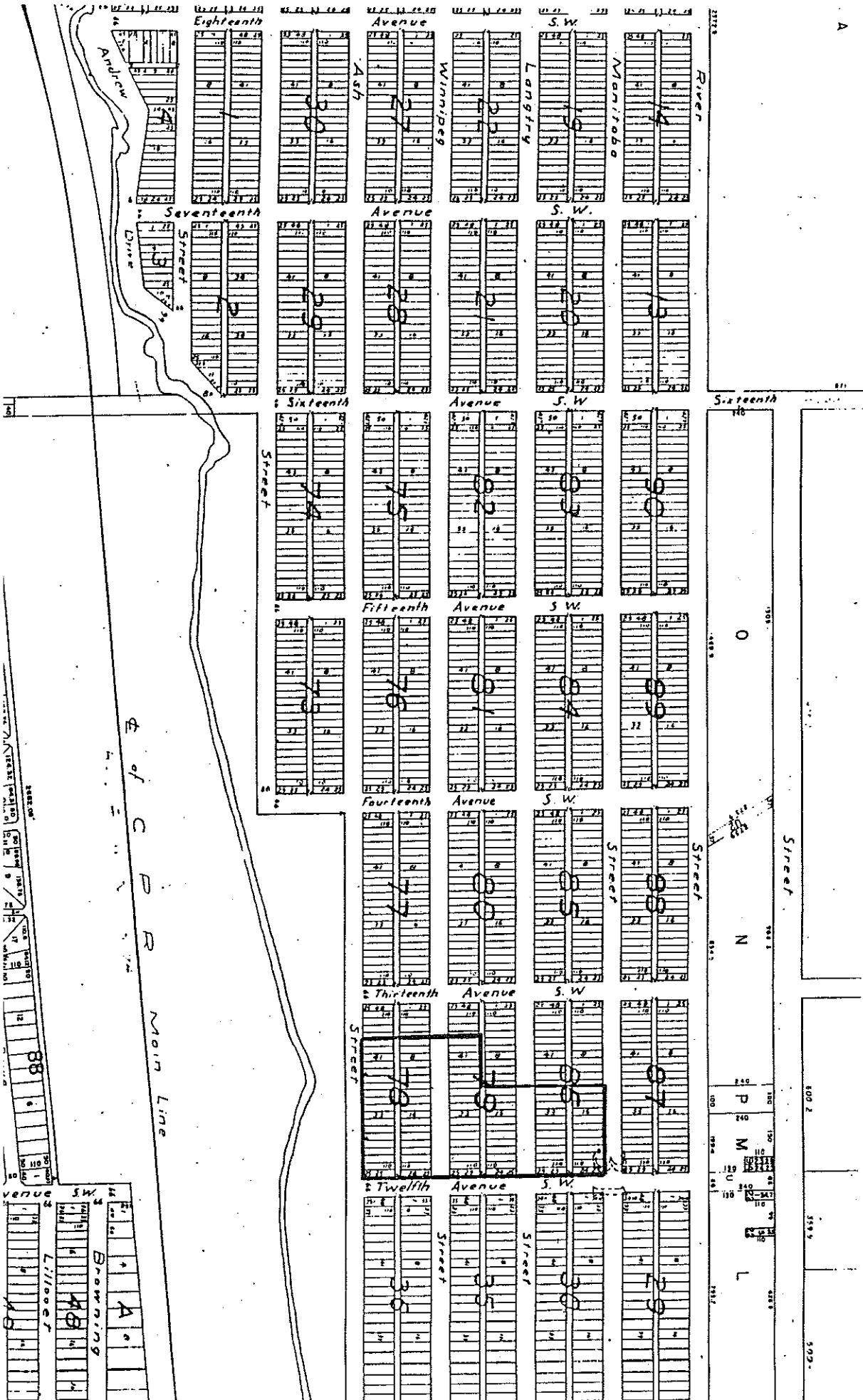
1. THAT I was personally present and did see **Ralph Gawley** and **Joe Wills** named in the within instrument, who are personally known to me to be the persons named therein, duly sign and execute the same for the purpose named therein.
2. THAT the same was executed at the City of Moose Jaw, and that I am the subscribing witness thereto.
3. THAT I know the said **Ralph Gawley** and **Joe Wills** and each is in my belief of the full age of eighteen years.

SWORN BEFORE ME at the City)
of Moose Jaw, in the Province)
of Saskatchewan, this 23rd)
day of June ,)
A.D. 1992.

Lila Muc

Lillian Coe
A Commissioner of Oaths in and
for the Province of Saskatchewan
My Commission expires June 31, 1994.

EXHIBIT A



A