

THIS LICENSE OF OCCUPATION dated for reference _____, 20__

BETWEEN:

THE CITY OF CALGARY

and

In consideration of the mutual covenants contained in this agreement, the parties agree as follows:

1. In this Agreement the following words and phrases when capitalized shall have the following meanings:

- (a) "Agreement" means this license of occupation, all attached schedules and any subsequent amendments hereto;
- (b) "City" means The City of Calgary, a municipal corporation with an address at _____;
- (c) "Commencement Date" means _____, 20__;
- (d) "Contamination" means any hazardous, toxic, deleterious, polluting or contaminating substance, product, material or waste which alone or in combination are defined, listed, prohibited, controlled or otherwise regulated by any authority having jurisdiction with respect to the License Lands or a party to this Agreement or a party's obligations hereunder;
- (e) "Licensee" means _____, a **[NTD:corporation or individual]** with an address at _____;
- (f) "License Fee" means, for the Term, the sum of _____(\$__) DOLLARS plus applicable GST;
- (g) "License Lands" means the lands legally described as _____;
- (h) "Technology" means an unmanned aircraft commonly known as a drone, that is mechanically driven or launched into flight; and
- (i) "Term" means a period of ____ (__) DAYS commencing on the Commencement Date.

2. Subject to the terms herein, the City hereby grants to the Licensee the non-exclusive right, license and privilege to use and to occupy the License Lands for the Term, for the purpose set out herein.

3. Prior to each and every entry on the License Lands, the Licensee shall contact the Licensor at (403)268-8981 to obtain written consent for a specific date and period of time to access and use the License Lands in accordance with the terms of this Agreement.

4. Prior to the Commencement Date, the Licensee shall pay to the Licensor the License Fee without deduction, set-off or abatement whatsoever.

5. The Licensee shall use the License Lands for the purpose of launching, operating and retrieving the Technology and for no other purpose whatsoever.

6. The Licensee will use the Technology in a professional and competent manner, including in accordance with all applicable industry standards, and in such a way as to not cause damage to any persons or property (real or personal).

7. The Licensee will indemnify, defend and save harmless the City and its respective council members, officers, directors, employees, contractors, suppliers, volunteers, agents, and authorized representatives (collectively, the "Indemnified Parties") from and against any and all claims, actions, demands, damages, injuries, costs, expenses, losses, and liabilities of any kind whatsoever (collectively, "Damages") which may be sustained, incurred or brought against any one or more of the Indemnified Parties, including in respect of bodily injury (including death) and property damage (real and personal), as a result of or in connection with the Licensee's use of the Technology, any use of the License Lands by or on behalf of the Licensee, or any breach of the terms of this Agreement by the Licensee, unless any such Damages are caused solely by the gross negligence or willful misconduct of the City. This provision shall survive for a period of TWO (2) YEARS following the expiration or earlier termination of this Agreement.

8. The Licensee will maintain insurance coverage and provide to the City, prior to the Commencement Date, proof of such coverage, by way of certificate of insurance or certified copy thereof, as follows:

- a) Commercial General Liability (CGL) insurance policy for bodily injury (including death) and property damage in an amount not less than TWO MILLION (\$2,000,000) DOLLARS inclusive limit for any one occurrence and shall include:
 - (i) the City as an additional insured;
 - (ii) a cross liability clause;
 - (iii) broad form contractual liability coverage;
 - (iv) products and completed operations coverage; and
 - (v) coverage for unmanned aerial vehicles.
- b) An automobile third party liability insurance policy for bodily injury (including death) and property damage in an amount of not less than TWO MILLION (\$2,000,000) DOLLARS inclusive limit for any one occurrence insuring each and every automobile used in the performance of this Agreement, and such insurance policy shall include specific clauses or coverage as may be required by the City. If automobiles are not used in connection with this Agreement, the requirement for automobile third party liability insurance may be waived if requested by the Licensee in writing, and at the sole discretion of the City.
- c) Any other insurance in amounts that a prudent licensee acting reasonably would deem appropriate given the scope of work, with associated risks, to be carried out under this Agreement.

- d) The said insurance policies shall be written on an occurrence basis and shall remain in effect for the entire Term of this Agreement.
 - e) The insurance policies mentioned within this part shall include provision for the City to be given THIRTY (30) DAYS written notice prior to cancellation or material change (restricting coverage) of said policies of insurance. The Licensee shall immediately advise the City should said policies of insurance lapse or otherwise be discontinued.
 - f) The Licensee shall provide a certificate of insurance indicating compliance with the insurance requirements listed above to the City, and furnish documentary evidence satisfactory to the City of the renewal or continuance of such insurance during the life of this Agreement within TEN (10) BUSINESS DAYS of any expiry date(s) thereof.
 - g) The Licensee covenants and agrees that the City's insurance requirements mentioned above will not be construed to and shall in no manner limit or restricts the liability of the Licensee.
 - h) The insurance requirements set out above will be primary and the City's insurance will be non-contributory
9. The Licensee will obtain all necessary permits, licenses, and certifications prior to using the Technology.
10. The Licensee shall at all times comply with all applicable federal, provincial, and municipal laws and regulations, and with all applicable policies and guidelines of the City, including with respect to environmental matters, privacy matters and the use and occupancy of the License Lands. Any video or audio footage of the License Lands obtained by the Licensee as a result of the use of the Technology, shall be considered confidential and shall not be used or disclosed in any manner without the prior written permission of the City, in its sole discretion.
11. The Licensee will not use any insignia, logos, or other trademarks of the City during, or in connection with the use of the Technology (including in connection with the marketing thereof) without the prior written permission of the City, in its sole discretion.
12. The City has the right to attend at and observe the Licensee's use of the Technology, with or without notice, for the purpose of monitoring the Licensee's compliance with this Agreement.
13. The City has the right to terminate this Agreement immediately upon written notice and without any compensation paid or owing to the Licensee, for any reason, immediately upon notice to the Licensee or any of its representatives.
14. The Licensee acknowledges that the Licensor is entering into this Agreement in its capacity as a licensor of real property, and not as a regulatory, statutory or approving government authority and nothing in this Agreement shall constitute the granting by the municipality of any approval or permit as may be required pursuant to the *Municipal Government Act* (Alberta) or any other legislation in force in Canada and/or Alberta, to use the Technology on the License Lands. Nothing in this Agreement restricts the municipality, its municipal council, its officers, employees or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a government authority.

15. The Licensee accepts the License Lands “as is” and agrees that the City has made no representations, warranties or agreements with respect to the condition of the License Lands or their sufficiency for the intended use by the Licensee.

16. Upon the expiry or earlier termination of this Agreement, the Licensee shall, at its sole cost and expense, quit and surrender up the License Lands in a condition this is free and clear of any and all Contamination, waste material, debris and rubbish, caused directly or indirectly by the use and occupation of the License Lands by the Licensee, or any person for whom the Licensee is in law responsible.

17. The Licensee shall not assign this Agreement in whole or in part.

18. This Agreement shall be governed by the laws of the Province of Alberta and the parties hereby attorn to the exclusive jurisdiction of the courts of the Province of Alberta.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

APPROVED	
As to Content RE&DS	

THE CITY OF CALGARY

Per: _____
Manager, Land & Asset Management
Real Estate & Development Services

[LICENSEE]

Per: _____

Name: _____

Title: _____

I have authority to bind the corporation