



TABLE / KIOSK RENTAL AGREEMENT

Date: _____

BETWEEN:

_____ (Name)

_____ (Address)

_____ (Phone No.)

(hereinafter referred to as the “Vendor”)

OF THE FIRST PART,

AND:

COMOX CENTRE MALL LTD.
c/o Canreal Management Corporation
Suite 409 – 808 Nelson Street
Vancouver, British Columbia
V6Z 2H2

(hereinafter referred to as the “Landlord”)

OF THE SECOND PART.

WHEREAS the Landlord agrees that the Vendor may use a display table(s) or kiosk (the “Display”) in Comox Centre Mall (the “Shopping Centre”). The location and size of the Display shall be determined by the Landlord in its sole discretion. The Display is also subject to the terms and conditions hereinafter set forth in this agreement (the “Agreement”):

1. **TERM**

The Vendor shall occupy the display during the following date(s) _____
(the “Event Period”).

2. **USE**

The Display will be used for the purpose of _____
and for no other purpose without the prior approval of the Landlord.

It is agreed that the Landlord will provide the following:

_____ Number of tables	_____ Number of Cars
_____ Number of chairs	_____ Kiosk
_____ Power	_____ Size of Space

At preferred location (*please circle one*) _____ **Lower / Central / Premium** _____
See attached Price List for details. (*Every effort will be made to ensure Vendor occupies preferred location, however Landlord reserves the right to re-locate display when required*)

3. **GROSS RENT**

The Gross Rent payable shall be \$ _____ for the Event Period plus applicable taxes and must be paid in full prior to commencement of the Event Period. Cheques shall be made payable to "Canreal Management Corporation in Trust". No refunds.

4. **PERMITS AND LICENSES**

The Vendor shall be responsible for obtaining a business licence from the Town of Comox and any other permits or licences that may be required to carry out its business in the Shopping Centre.

5. **INSURANCE**

The Vendor shall at all times during the Event Period maintain "Event Insurance" at its sole cost and expense, which shall include the following:

- (a) public liability and property damage insurance, with insurers and upon terms satisfactory to the Landlord in respect to the Vendor's use and occupancy of the Display in the amount of at least Two Million Dollars (\$2,000,000.00) per occurrence for claims for personal injury, death or property damage; and
- (b) insurance against such other risks and upon such terms as may reasonably be required by the Landlord,

which insurance policies will name **Comox Centre Mall Ltd.** and **Canreal Management Corporation** as Additional Insured. The Vendor shall furnish to the Landlord a Certificate of Insurance appropriate to evidence such insurance prior to the commencement of the Event Period.

6. **INDEMNIFICATION**

The Tenant covenants and agrees with the Landlord that the Vendor shall indemnify and save harmless the Landlord from any and all manner of actions, causes of action, suits, damages, losses, costs (including reasonable legal fees), claims and demands of any nature whatsoever relating to or arising out of:

- (a) any injury to person or persons, including death resulting at any time therefrom, occurring in or about the Display; and
- (b) any injury to person or persons, including death or any damage to or loss of property, whether occurring within the Display or otherwise, occasioned by the use and occupation of the Display;

provided always that, nothing contained in this section 6 shall require the Vendor to indemnify the Landlord to the extent any action, causes of action, suits, claims or demands for damages arising out of any negligent or intentional wrongful acts or omissions of the Landlord or its agents, employees or others for whom it is in law responsible.

7. **RELEASE**

The Vendor releases the Landlord from any and all manner of current and future actions, causes of action, suits, damages, losses, costs, claims and demands of any nature whatsoever relating to or arising out of:

- (a) any injury to person or persons, including death resulting at any time therefrom, occurring in or about the Display; and
- (b) any injury to person or persons, including death or any damage to or loss of property, whether occurring within the Display or otherwise, occasioned by the use and occupation of the Display;

provided always that, nothing contained in this section 7 shall require the Vendor to release the Landlord from any action, causes of action, suits, claims or demands for damages arising out of any negligent or intentional wrongful acts or omissions of the Landlord or its agents, employees or others for whom it is in law responsible.

8. **MISCELLANEOUS**

- (a) The Vendor must be on site or designate an employee to be on site at the Display at all times during the Shopping Centre operating hours, which are as follows:

Monday to Saturday: 9:30 AM to 5:30 PM

Sunday and Holidays: 11:00 AM to 4:00 PM

- (b) The Vendor shall be responsible for all theft, damage, loss or any other liability, cost or expense pertaining to its products.
- (c) The Vendor shall be responsible for the removal of all waste and recyclables generated by its use and occupancy of the Display.
- (d) The Vendor and its employees shall be permitted to park its vehicles in the designated employee parking area in the rear parking lot which is denoted by yellow line markings.

Rental Fee_____

GST/HST_____(HST/GST #12495 3514 RT001)

Total Payment of _____ cheque due at booking. (NO CASH PAYMENTS NO REFUNDS)

WE HEREBY accept this Agreement and agree to be bound by the terms and conditions contained herein.

DATED at _____ this ____ day of _____, 20__.

VENDOR:

_____	)	
Witness Name	)	
_____	)	
Witness Address	)	Per: _____ (Name)
_____	)	
Witness Occupation	)	

DATED at _____ this ____ day of _____, 20__.

LANDLORD:

COMOX CENTRE MALL LTD.

c/o Canreal Management Corporation as Agents for the Landlord

Per: _____
Mall/Promotions Manager