

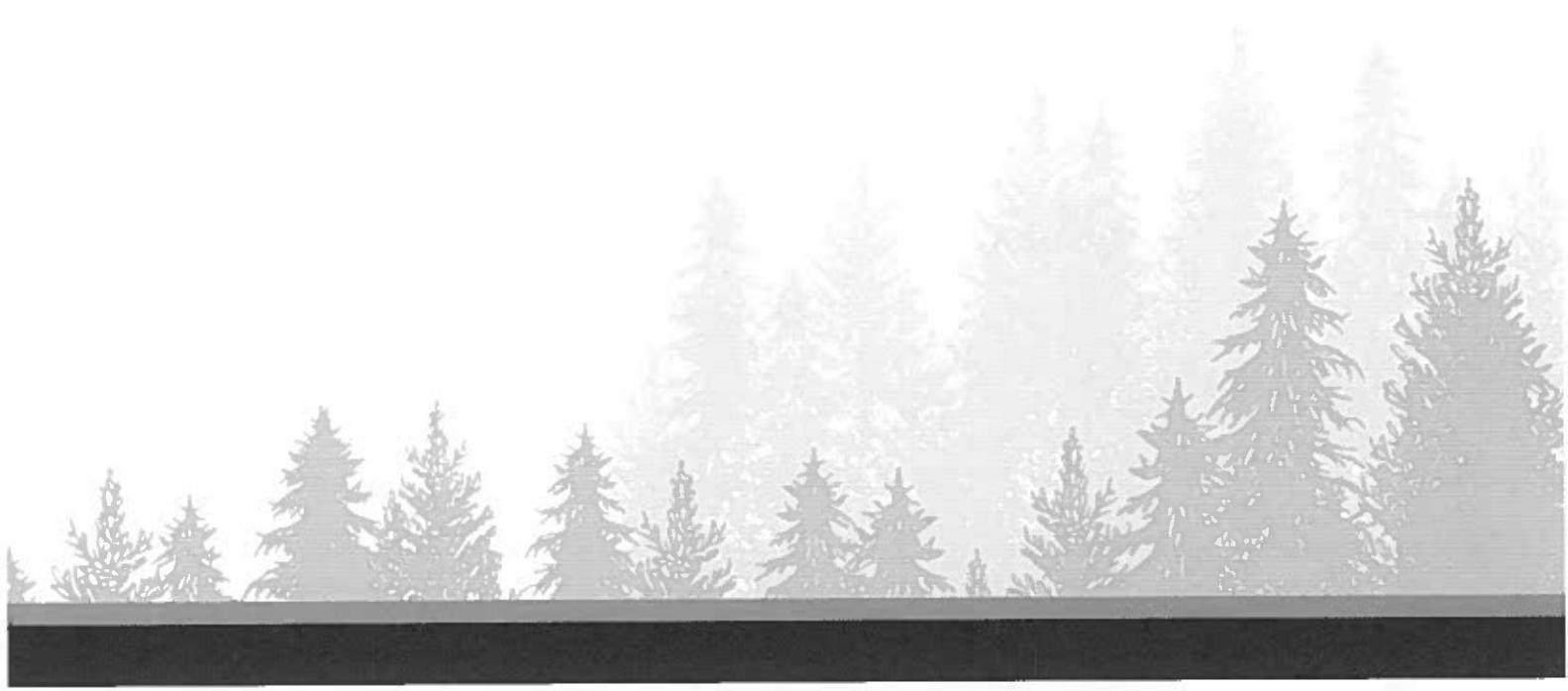


# LABRADORCITY

OPEN INVITATION  
Food Concessions – IronFest 2026  
TLC-07-26

Closing Date: Tuesday, April 28<sup>th</sup>, 2026, at 3:00pm local  
time.

Taylor Gambin  
Director of Recreation & Community Events  
405 Booth Ave  
Labrador City, NL  
A2V 2E1



March 26<sup>th</sup>, 2026

NOTICE

OPEN INVITATION

Food Concessions – IronFest 2026  
TLC-07-26

The Town of Labrador City invites interested food vendors to provide concessions during the upcoming IronFest 2026 event on August 8, 2026.

Submission forms are to be duly signed and delivered to Labrador City Town Hall,

Town of Labrador City  
PO Box 280  
317 Hudson Drive  
Labrador City, NL,  
A2V 2K5

This is an open invitation and not a call to tender. Responses shall be accepted ongoingly until the closing date.

Invitation Closing Date: 3:00pm local time, Labrador City, April 28<sup>th</sup>, 2026.

Responses received after the closing date will not be considered.

Submissions must be in accordance with the instructions disclosed in the 'Invitation' document.

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## **SECTION 1: PROJECT BACKGROUND AND FRAMEWORK**

### **1.0 Background**

The Town of Labrador City invites interested food vendors to provide concessions during the upcoming IronFest 2026 event. This is an open invitation and not a call to tender. Without limiting the generality of the following - any respondent(s) that meet the criteria detailed herein are invited to provide concession services at the event.

Last year's attendance was upwards of 2000 attendees. This year's festival is on track to exceed those numbers. IronFest is scheduled for August 8, 2026.

The respondents shall provide all personnel, materials, supplies and equipment necessary for the outdoor concession operations, including liaising with the organizing committee and obtaining any applicable licensing & permits.

### **1.1 Description**

Respondents are invited to operate concession stands at the upcoming IronFest. The venue for IronFest is the Booth Avenue Recreation Area and the stands shall be located outdoors.

Respondents shall be responsible for all aspects of securing, storing, transporting their goods, as well as coordinating point of sale.

### **1.2 Materials & Utilities**

No equipment, materials or access to utilities shall be provided by the Town. Vendors shall arrange for all materials (such as tables, chairs, tents, coolers, propane, generators, etc.) required to undertake the required scope of services.

### **1.3 Event Set Up & Takedown**

Access to the venue shall be provided to the vendor the day of the event, commencing at 8:00 am until 12:00pm. Takedown of the concession stands shall occur at the conclusion of the event, or the following day.

### **1.4 Hours of Operation**

The venue is open to the public from 5:00 pm to 1:00am, August 8, 2026.

### **1.5 Insurance**

The successful respondent shall provide proof of general liability insurance in a form acceptable to the Town, with the Town of Labrador City named as a co-insured party. The amount of coverage shall be two million dollars (\$2,000,000.00) at minimum. A copy of the Certificate of Insurance shall be furnished to the Town prior to the event, no later than July 23, 2026.

### **1.6 Licensing & Permits**

The successful respondent shall obtain all required permits, licenses and regulatory approvals that may be associated with the undertaking the scope of work.

### **1.7 Exclusivity**

This is an open invitation and not a call to tender. Submissions shall be accepted on an ongoing basis until the closing date, or, in the opinion of the steering committee, the carrying capacity of the event grounds has been met.

### **1.8 Prohibitions**

No motorized vehicles are permitted to be moveable onsite during the event. This restriction applies to food trucks, commercial or personal vehicles, or vehicles that have food carts in tow.

## **SECTION 2: GENERAL INSTRUCTIONS**

### **2.0 Instructions and the Terms of Reference**

- (a) All responses are to be submitted in accordance with the Invitation.
- (b) Additional information or clarifications of any of the instructions or information contained herein may be obtained from office of the Recreation Director – [recreationdirector@labradorcity.ca](mailto:recreationdirector@labradorcity.ca)
- (c) The Town will assume no responsibility for oral instructions or suggestions. All official correspondence in regard to the Invitation should be directed to and will be issued by the Recreation Director.
- (d) All documents must be signed by an authorized signatory of the Respondent.

### **2.1 Reservations**

The Town reserve the right to reject or accept any or all responses, when in reasoned judgment, the public interest will be served thereby.

## **2.2 Modifications/Addenda**

The Town may, at any time prior to the closing date and time, issue additional information, clarifications or modifications to the invitation by written addenda.

## **2.3 Respondent Expenses**

Respondents are solely responsible for their own expenses in preparing, delivering or presenting a responses and for undertaking the scope of services detailed in this invitation.

## **2.4 Exceptions**

The submission of a response shall be considered an agreement to all the terms and conditions provided herein.

## **2.5 Compliance with Laws**

The successful respondent will give all the notices and obtain all the licenses and permits required to perform the work, if any. The respondent will comply with all laws applicable to the work or performance of the contract.

## **3.0 ADMINISTRATION**

### **3.1 General**

The term of the agreement is from the date of contract, until conclusion of the event.

The Town reserve the right to contact or meet with any individual respondent.

The Town is not obliged to accept any responses to this invitation.

### **3.4 Indemnity**

This is an open invitation and not a tender call. The Town does not intend to, nor assume or owe any contractual or other duties or obligations as a result of the issuance of this invitation, the preparation or in any discussion with the Town on any other basis whatsoever arising out of this invitation. Without limiting the generality of the foregoing and for certainty, no contract is formed by the submission of a proposal in response to this invitation.

The Town shall have no liability as a result of issuance of this RFP. No proponent shall have any claim against the Town for any compensation of any kind whatsoever as a result of participating in this process, including without limitation any claim for costs of proposal preparation or participation in discussion, or for any loss of anticipated profits, whether based in contract including fundamental breach, tort, breach of any duty or any other cause of action whatsoever.

In its sole and absolute discretion, and without limiting the generality of the Town discretion under this Invitation, the Town may modify or amend this Invitation including the timeline, requirements, scope of work, or any other terms, whether material or not, and may cancel, suspend or reissue this Invitation.

### **3.7 Termination**

(a) The Town may terminate a contract, in whole or in part, if determined that such a termination is in its best interest, without showing cause, upon giving written notice to the selected respondent.

### **3.8 Contract**

The selected respondent will be required to enter into a contractual agreement, subject to terms acceptable to the Town solicitor. Draft of the agreement enclosed and incorporated as 'Appendix B – Sample Contract'.

### **3.9 No Assignment of Contract**

The selected respondent shall not assign the contract, or any portion thereof, except upon the written approval of the Town.

### **3.10 Confidentiality**

The selected respondent agrees not to release or in any way cause to release any confidential information that pertains to the Town unless they have been specifically approved to do so in writing.

## **SECTION 4: SUBMISSION**

The submission of a response on this service will be considered as a representation that the respondent has carefully investigated all conditions which may affect or may, at some future date, affect the performance of the services covered by the proposal, the entire area to be

serviced, and other contract documents and that the proponent is fully informed concerning the conditions to be encountered, quality and quantity of work to be performed and materials to be furnished; also, that the proponent is familiar with all Federal and Provincial laws, all codes and ordinances of the Town of Labrador City which in any way affect the procurement of the work or persons engaged or employed in the work.

Submission forms will be received ongoingly until April 28<sup>th</sup>, 2026 by:

Director of Recreation & Community Events  
405 Booth Ave  
Labrador City, NL  
A2V 2E1

#### **4.1 Submission Form**

Using the form identified in this document as Appendix A – Submission Form, the proponent shall provide the name of the organization, project manager, contact information and business registration number.

#### **5.0 AWARD OF SERVICES**

(a) The Town reserve the right to modify the terms, or cancel, or reissue the Invitation at any time at its sole discretion.

(b) This Invitation should not be construed as a contract to purchase goods or services.

(c) The Town reserve the right to reject any or responses.

(e) The Town will not be obligated in any manner to any respondent until a written contract has been duly executed. Any damages arising out of a breach by the Town, including damages for any implied duty at law, are limited to the actual costs of preparing the proposal. Neither acceptance of a proposal, nor execution of a contract, will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any statute, regulation or by-law.



LABRADORCITY

'Food Concessions'  
Submission Form

Organization Name: \_\_\_\_\_

Project Manager: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone/ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Business Registration Number: \_\_\_\_\_

Inclusion of \$250.00 Grounds Fee

\_\_\_\_\_  
Signing Officer

\_\_\_\_\_  
Witnessed by

\_\_\_\_\_  
Signing Officer

\_\_\_\_\_  
Date

Sealed proposals clearly marked as to contents to be submitted to:  
Director of Recreation & Community Events  
Town of Labrador City  
P.O. Box 280  
317 Hudson Drive  
Labrador City, NL  
A2V 2E1

**Closing Date: 3:00 pm local time, Labrador City, April 28<sup>th</sup>, 2026**

Bids received after the closing date will not be considered.

Submissions must be in accordance with the instructions disclosed in the 'Request for Proposals' document.

**CONCESSIONS LICENSE AGREEMENT made March 26<sup>th</sup>, 2026**

**BETWEEN:**

**THE TOWN COUNCIL OF THE TOWN OF LABRADOR CITY**, a municipality continued and existing pursuant to the Municipalities Act, 1999, SNL 1999 c. M-24

(the "Town")

**AND:**

**[LICENSEE NAME]**

(the "Licensee")

**WHEREAS:**

- A. The Town sought food concessions services for **IronFest 2026** (the "Event"); which particulars are set out in Request for Proposals no. **TLC-07-26**.
- B. The Event is hosted at **Booth Avenue Recreation Area**, having an address at **405 Booth Avenue, Labrador City** (the "Venue"); and
- C. The Licensee desires to provide food concessions services for the Event, pursuant to the terms and conditions of this Agreement;

**NOW THEREFORE** in consideration of the respective covenants and agreements of the Parties contained herein and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) it is hereby agreed as follows:

**TERMS AND CONDITIONS**

**1. THE INTERPRETATION**

**1.1 Definitions**

- (a) "**Claim**" means any and all damages (including punitive and exemplary damages), expenses, costs, losses, injuries, liabilities, liens, judgements, settlements, awards, remedies, debts, expenses, causes of action, claims at law or equity, demands, fines, penalties, court costs and legal fees on a solicitor and his own client basis;
- (b) "**Government Authority**" means any federal, provincial or municipal government and any agency, authority, body, board, commission or entity thereof;
- (c) "**Law**" or "**Laws**" means the common law and any statute, regulation, ordinance, standard, code, order, permit, license, rule, by-law, guideline or policy of any

Government Authority, as the same may be amended, substituted, replaced or enacted from time to time;

(d) **"License Period"** means the following times and dates:

Set up commencing 8:00 am- 12:00pm August 8, 2026; take down to conclude the following day no later than 11:00 am August 9, 2026;

(e) **"Licensed Area"** means the Booth Avenue Recreation Area, as more particularly described in the attached 'Schedule A', to be licensed to the Licensee for use during the License Period;

(f) **"Party"** means either of the Town or Licensee, and **"Parties"** means both of them;

(g) **"Site"** means the Town's site adjacent to the Venue; and includes the multi-use recreation court, attached hereto as 'Schedule A'.

(h) **"Subcontractor"** means any person, other than Licensee and the Town, involved in any manner with the Event.

1.2 The Parties hereto agree that the use in this Agreement of the words "use", and "occupy" that can imply exclusion shall not be construed as exclusionary or limiting the access by the Town (including its staff or agents) or other Governmental Authorities.

1.3 The parties hereto agree that the use in this Agreement of the terms "including" shall be construed as "including but not limited to".

1.4 The headings of this Agreement form no part of the said Agreement and shall be deemed to have been inserted for convenience or reference only.

1.5 The expressions "this Agreement" or the "Agreement" means this Concessions License Agreement, inclusive of all recitals, Schedules and all instruments in writing that by their terms expressly amend, waive or vary the provisions of this Agreement.

1.6 No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the Parties hereto or by their respective successors or permitted assigns.

1.7 This Agreement sets forth the entire agreement between the Parties and supersede all prior agreements, understandings, negotiations and discussions of the Parties, whether oral or written, and there are no warranties, representations or other agreements between the Parties in connection with the subject matter hereof except as specifically set forth in the Agreement.

## 2. THE LICENSE

2.1 The Town hereby grants to the Licensee a limited and revocable license to use (in accordance with Section 5.1 and occupy the Licensed Area during the License Period, subject to, and upon all of the terms, covenants, and conditions of this Agreement (the **"License"**).

- 2.2 The Licensee, shall not have access to the Venue, the Site, or the Licensed Area at any time other than during the License Period, unless the Licensee receives prior written authorization from the Town.

### **3. THE GROUNDS FEE**

- 3.1 The Licensee agrees to pay a license fee to the Town of two hundred and fifty dollars (**\$250.00**), receipt of which is hereby acknowledged.

### **4. OBLIGATIONS OF THE TOWN**

- 4.1 The sole obligation of the Town to the Licensee, under or pursuant to this Agreement or for the Event, is to provide the License and the following:
- (a) Access to the Licensed Area during the License Period;
  - (b) Signage for the Event;
  - (c) Garbage disposal; and
  - (d) General clean up of the Venue, other than the Licensed Area (which shall be the responsibility of the Licensee).

For greater certainty, with respect to the Licensee or this Agreement, other than as stated above in this Section 4.1 the Town has no obligations.

### **5. COVENANTS AND RESPONSIBILITIES OF THE LICENSEE**

- 5.1 The Licensee covenants and agrees that it shall be responsible for all facets of the Event and ancillary operations, including but not limited to the costs of same. Without limiting the generality of the foregoing, the responsibilities of Licensee pursuant to this Agreement (including the costs thereof) shall include but not be limited to:
- (a) providing and setting up all required equipment;
  - (b) clean up and restoration of the Licensed Area; and
  - (c) providing fire extinguishers.

### **6. ACKNOWLEDGEMENTS AND AGREEMENTS OF THE LICENSEE**

- 6.1 The Licensee acknowledges and agrees that:
- (a) The Town has made no representation or warranty as to the suitability of the Venue, the Licensed Area, the Site, and/or incidental premises for the Event;
  - (b) It has independently inspected the Venue, the Licensed Area, the Site, and incidental premises and has satisfied itself as to their suitability for the Event;
  - (c) Vehicles are not permitted on the Site, the Venue, or the Licensed Area unless approved by the Town;
  - (d) Electronic loud hailers or PA systems are not permitted during the Event;

- (e) It must have a first aid kit available at all times;
- (f) It shall comply with hours of operation for the Event as established by the Town;
- (g) Its use of the Licensed Area shall be only for the Event in accordance herewith, and that Licensee shall not carry on or permit to be carried on therein any other performance, attraction, business or calling, use, or activity without the written consent of the Town;
- (h) It shall not, at anytime, alter or change, structurally or otherwise, any part of the Licensed Area, or any equipment belonging thereto without the written permission of the Town;
- (i) It shall, as much as is reasonably possible, keep the applicable premises in a clean condition to the reasonable satisfaction of the Town. Any condition of uncleanness shall be removed immediately by the Licensee upon direction to the Licensee by the Town;
- (j) The Town reserves the right at all times to control any and all employees, agents and contractors of Licensee, and Licensee hereby appoints the Town, or any servant, employee or agent of the Town, Licensee's agent to refuse admission to or to cause to be removed from the Venue, the Site, or the Licensed Area any disorderly or undesirable person, including Licensee's employees, agents and contractors;
- (k) Smoking in the Licensed Area, the common areas, or within 10 metres of the any mentioned area, loitering, disparaging remarks, physical violence, or illegal activities is not permitted and will not be tolerated and shall be grounds for immediate expulsion from the Event;
- (l) Its use of the Licensed Area and/or Site shall be subject to the supervision and direction of the Town's Occupational Health and Safety staff. Licensee shall abide by, or cause to be abided by, all directions provided to it by such staff;
- (m) The Town shall have the power to order the evacuation of all or any portion of the Venue, or the Site, or cause to be removed therefrom any person or group of persons, any materials, equipment or other items, without liability or compensation to Licensee if, in the Town's sole judgment, danger is imminent or dangerous circumstances have already occurred and such action is necessary to secure the safety and welfare of persons or property;
- (n) The Town shall have the right to enter the Licensed Area at any time, without the consent of Licensee, for any reasonable purpose, including any emergency that may threaten damage to the Licensed Area, or injury to any person in or near the Licensed Area;
- (o) The License shall not, under any circumstances, be coupled with an interest in the Venue, the Licensed Area, or the Site;
- (p) The Town shall be permitted to license other areas of the Venue or the Site to other concessions and/or licensees, without limitation;

- (q) The Town may provide perimeter security for the Event, but it is under no obligation to do so, and any security provided by the Town may be discontinued at any time. Whether or not such security is provided, the Licensee shall be solely responsible for the protection of its property. The Town shall, in any event, have no obligation to provide security services and makes no representation or warranty whatsoever and disclaims all liability with respect to security of the premises or the Licensee's property. The Licensee hereby releases and shall hold the Town harmless with respect to the same;
- (r) The rights afforded to the Town in this Section 6.1 shall not attract liability to the Town nor reduce, diminish or abrogate the responsibilities and liabilities placed upon Licensee pursuant to this Agreement;
- (s) It shall provide the Town with copies of all required permits before **July 23, 2026** and if not, this shall be deemed grounds for Default; and
- (t) The Licensee shall abide by any additional reasonable rules established by the Town for the Event.

## **7. INDEMNIFICATION, LIMITATION OF LIABILITY, AND RELEASE OF THE TOWN**

### **7.1 The Licensee shall:**

- (a) be liable to, defend, indemnify and hold harmless the Town, its successors and assigns, directors, officers, employees, councillors and agents (collectively, the "**Indemnified Parties**") for any and all Claims of whatsoever nature, which the Indemnified Parties may suffer, sustain, pay or incur, in any manner whatsoever, as a result of or in any manner related to or occasioned by, the Event, including but not limited to Claims brought against, suffered or incurred by the Indemnified Parties as a direct or indirect result of:
  - (i) any act, omission, negligence, fault, violation of law or ordinance, or misconduct of the Licensee, its employees, subcontractors, invitees or agents;
  - (ii) any Claim brought by any of its employees, agents, contractors, or invitees against an Indemnified Party in connection with such activity;
  - (iii) the occupancy or use of the Licensed Area, and other appurtenances to the Venue, by the Licensee, or any other invitee of the Event;
  - (iv) the performance or non-performance of any covenant, condition or term of this Agreement by the Licensee, its officers, servants, employees, agents or Subcontractor, including but not limited to the failure of the Licensee, its officers, servants, employees or agents to pay in full any premium or deductible payable by the Licensee in respect of the insurance required pursuant to this Agreement;
  - (v) any damage to any property whatsoever occasioned by the Licensee's occupancy or use of the Licensed Property or by reason of any matter or thing done, permitted or omitted to be done by the Licensee, its officers, servants, employees, agents or Subcontractors;

- (vi) any injury or sickness to any person or persons whatsoever, including death occurring on or about the Venue, the Site, or the Licensed Area occasioned by the Licensee's occupancy or use of the Site or by reason of any matter or thing done, permitted or omitted to be done by the Licensee, its officers, servants, employees, agents or Subcontractors;
- (vii) any and all environmental contamination, pollution or any other environmental liabilities occasioned by the Event or the Licensee's use and occupation of the Venue, the Site, or the Licensed Area; or
- (viii) any damage to property belonging to the Licensee, or to employees, servants, agents, patrons, Subcontractors or invitees of Licensee, or any injury to or death of any employee, servant, agent, patron, Subcontractor or invitee of Licensee while such property or persons is upon or about the Venue, the Site, or the Licensed Area.

7.2 The Licensee hereby releases and forever discharges the Indemnified Parties any and all manner of actions, causes of action, claims and demands whatsoever which it may have now or in the future against the Town for or by reason of any cause, matter or thing whatsoever related to this Agreement or the Event.

7.3 Without limiting the generality of any other provision contained within this Agreement, under no circumstances shall the Indemnified Parties be liable for indirect or consequential damages.

## **8. INSURANCE**

8.1 The Licensee shall maintain property and general liability insurance written on a comprehensive basis with coverage for any one occurrence or claim of not less than Two Million Dollars (\$2,000,000.00), which coverage shall include public liability insurance as well as tenant's legal liability coverage in respect of the Licensee's occupation of the Site. Such insurance shall name the Town as an additional insured.

8.2 The Licensee shall furnish to the Town, on or before July 23, 2026, certificates or certified copies of all such policies, and shall provide, if requested by the Town, evidence of continuation up and to the date of the Event. If the Licensee fails to take out or to keep in force such insurance or to provide a certificate of such policy and evidence of continuation of coverage as herein provided, the Town shall have the right to immediately terminate this Agreement.

## **9. DEFAULT, TERMINATION, AND SURVIVAL**

9.1 The Licensee shall be in default ("**Default**") of this Agreement if any one of the following occurs:

- (a) If the Licensee becomes insolvent, or if any insolvency, receivership or bankruptcy proceedings are commenced by or against the Licensee;
- (b) If the Licensee assigns or transfers this Agreement or any right or interest therein, without prior written consent of the Town, which may be withheld at the sole discretion of the Town;

- (c) If the Licensee disregards Laws or the lawful requirements of any competent Government Authority or instructions of the Town;
- (d) If the Licensee fails to provide any documentation that is required by this Agreement, including, but without limiting the foregoing, proof of insurance; or
- (e) If the Licensee defaults in its performance of a representation, warranty or guarantee or other provision of this Agreement.

9.2 If the Licensee is in Default, then Town, without prejudice to any other rights or remedies available to it under this Agreement or at law, may terminate this Agreement forthwith by giving written notice of termination to Licensee.

9.3 The provisions of this Agreement respecting liability and indemnification, shall survive the termination of this Agreement and remain enforceable thereafter.

## 10. LOSS OF USE; FORCE MAJEURE

10.1 Should the Venue, the Site, the Licensed Area or any material part thereof be destroyed or damaged by any cause, or if any Event of Force Majeure (defined below) shall render the fulfillment of this Agreement by the Town impracticable, this Agreement shall cease and terminate and the Town shall not be liable or responsible to the Licensee for any damage or loss whatsoever caused thereby.

10.2 Should the Licensee be unable to take possession of the Licensed Area or be present the Event (or any portion thereof) due to an Event of Force Majeure, without limiting the terms of Section 10.1 above, neither Licensee nor the Town shall have any liability under this Agreement.

10.3 The term "**Event of Force Majeure**" shall mean any and all acts of God, strikes, lock-outs, other industrial disturbances, acts of the public enemy, laws, rules and regulations of governmental or quasi-governmental entities, wars or warlike action (whether actual, impending, or expected and whether de jure or de facto), arrest or other restraint of government (civil or military), blockades, insurrections, riots, vandalism, terrorism, epidemics or pandemics (including but not limited to COVID), lightning, earthquakes, hurricanes, storms, floods, washouts, fire or other casualty, civil disturbances, explosions, breakage, malfunction, non-performance or accidents to equipment or machinery (however caused), threats of bombs or similar interruptions, confiscation or seizure by any government or public authority, nuclear reaction, radioactive contamination, accidents, or any other causes, whether of the kind herein enumerated or otherwise that are not reasonably within the control or caused by the party claiming the right to delay the performance on account of such occurrence; provided, however, in no circumstances shall the monetary inability of a party to perform any covenant, agreement or other obligation contained in this Agreement be construed to be an Event of Force Majeure.

## 11. CONFIDENTIALITY

11.1 The terms of this Agreement are subject to the utmost confidentiality among the Parties hereto, and must not be disclosed to any third parties without the prior written consent of the parties thereto except as disclosure may be required to professional advisors or by Law, or for carrying out the purposes of the Agreement.

## **12. USE OF MARKS; RECORDING**

- 12.1 The Licensee may not reproduce the Event's or the Town's logo, name, marks, or other insignia on items, documents or advertising materials, without the Town's prior written consent.
- 12.2 The Licensee grants the Town a fully paid, perpetual non-exclusive licence to use, display, and reproduce the Licensee's name, trade names, and product names in any directory (print, electronic, or other media) that list the applicants participating at the Event and to use such names in the Town's promotional materials. The Town is not liable for any errors or omissions in any show guide listings or descriptions. The Town shall also have the right to take photographs of the Licensee's Licensed Area, and personnel during, before or after the open hours of the Event and use such photographs for any legal purpose.

## **13. GENERAL**

### **13.1 Assignment**

This Agreement may not be assigned or otherwise transferred, nor shall any obligations be delegated or otherwise transferred, by Licensee without the prior written consent of the Town.

### **13.2 Governing Law**

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador. Any action arising out of or in connection with this Agreement or the conduct, acts or activities of the parties hereunder shall be brought in the courts located in the Town of Labrador City, and the parties hereby submit to the exclusive jurisdiction of those courts and consent to venue in those courts for any such actions or proceedings.

### **13.3 Counterparts/Fax Copies**

This Agreement may be executed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. Executed fax or PDF copies of this Agreement shall have the same binding effect as an original executed Agreement.

### **13.4 No Agency**

The relationship between Licensee and the Town is that of independent contractors and not agents or employees. Under no circumstances shall this Agreement be considered a contract of partnership or joint venture. Neither party shall be liable for any of the debts, accounts, obligations or other liabilities of the other party, its agents or employees, and neither party shall have any authority to obligate or bind the other party in any manner except as may be expressly provided herein. Further, no agent, servant or employee of Licensee or any of its Subcontractors shall under any circumstances be deemed an agent, servant or employee of the Town.

### **13.5 No Representations or Warranties**

The Town makes no representations, conditions, or warranties, express or implied, regarding the number, quality or character of persons who will attend the Event or regarding any other matters.

**[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURE PAGE FOLLOWS]**

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

\_\_\_\_\_  
Witness  
Witness name:  
\_\_\_\_\_  
(Please print)

} **THE TOWN COUNCIL OF THE TOWN OF  
LABRADOR CITY**

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Witness  
Witness name:  
\_\_\_\_\_  
(Please print)

} **[LICENSEE NAME]**

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

I have the authority to bind the  
**[LICENSEE NAME]**

**SCHEDULE A - Site**



**Figure 1 License Area**