

**FASCAPPLE GLASS LTD.
RENTAL AGREEMENT**

The undersigned have entered into this Rental Agreement (the “**Agreement**”) and agree to the following terms and conditions as of date at the end of this Agreement.

1. License

Fascapple Glass Ltd. (the “**Studio Owner**”) hereby grants to the undersigned renter (the “**Renter**”), subject to the terms and conditions of this Agreement, for the purpose of using the glass blowing studio (the “**Studio**”) located at Unit 104, 7865 56 Street SE, Calgary, Alberta T2C 5S7, to blow glass and related tasks such as cold working.

2. Non-Exclusive License and Access

The right and privilege to access and use the Studio is not exclusive to the Renter, and the Studio Owner expressly reserves the right at any time to grant other or similar rights and privileges for the same or similar uses as expressed herein to the extent that the Studio can, in the opinion of the Studio Owner, accommodate such additional use. The Renter expressly acknowledges that its right to the use of the Studio under this Agreement is subject and subordinate to the rights of the Studio Owner and any rule and regulations the Studio Owner may make from time to time including, without limitation, Fascapple Glass Policies (as defined below). The Renter shall have the right to access the Studio at times agreed to by the Studio Owner.

3. Term

The term (the “**Term**”) of this Agreement shall be for 30 days and automatically extend for consecutive 30 day periods unless otherwise terminated by the Studio Owner or the Renter. The Studio Owner may terminate this Agreement on 14 days’ written notice unless otherwise provided in this Agreement. The Renter may terminate this Agreement on 14 days’ written notice unless otherwise provided in this Agreement.

4. Fee

During the Term, the Renter shall pay to the Studio Owner at its offices identified in section 1, or to such other place as it may otherwise direct by written notice, a fee (the “**Fee**”) as set out in the Rental Information, as may be amended from time to time (the “**Fee Schedule**”) plus goods and services tax thereon. The Studio Owner may change the Fee Schedule on 30 days’ notice to the Renter and this Agreement will be deemed to be amended accordingly. All payments by the Renter under this Agreement shall be made in advance prior to the use of the Studio and shall be made without set-off, deduction or abatement whatsoever. For monthly Renters, the Fee will be due on the first day of each month. Until such time as the Fee is paid, the Renter shall have no right of access to the Studio or the use of the equipment (the “**Equipment**”) in the Studio.

5. Interpretation

This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement and shall supersede all prior offers, negotiations and agreements as to such subject matter. This Agreement includes all attached schedules and the Fascapple Glass Policies (as defined below in section 1(c) of the attached Schedule A). The Renter confirms a copy of the Fascapple Glass Policies has been provided to the Renter concurrently with this Agreement.

6. Execution

This Agreement may be executed in any number of counterparts and when taken together will form one document. This Agreement may be executed by a party electronically and each party consents to this Agreement being executed electronically and delivered by email in PDF or other electronic format and if so executed and delivered this Agreement will be for all purposes effective as if the parties had delivered and executed the original Agreement.

Executed and delivered as of _____, 202____.

Studio Owner:

FASCAPPLE GLASS LTD.

Per: _____

Name (print):

Title:

Per: _____

Name (print):

Title:

Email: _____

Renter (individual):

_____ Name (print):

Email: _____

Schedule A

Rental Agreement Terms and Conditions

1. The Renter's Covenants: The Renter covenants with the Studio Owner that the Renter shall:
 - (a) use the Studio only for the purpose and no other purpose other than for glass blowing and cold working and other uses permitted by the Studio Owner in writing and permitted by law;
 - (b) not use nor permit the Studio to be used in such a manner as to annoy, disturb, cause nuisance to or interfere with the Studio Owner (including without limitation, its employees, officers, directors and contractors) and any other occupant of the Studio or any other occupant of the building where the Studio is located;
 - (c) the Renter in exercising its rights under this Agreement shall, at all times, comply with all applicable statutes, laws, by-laws, regulations, orders and ordinances of any competent authority and shall comply with all rules and regulations and requirements set out in the Rental Information and Studio Etiquette, as amended from time to time ("**Fascapple Glass Policies**") and established by the Studio Owner;
 - (d) not make any changes or modifications to the Studio or the Equipment in the Studio;
 - (e) promptly pay all charges incurred by or on behalf of the Renter for any work, materials or services furnished or supplied to the Renter, its agents, employees and contractors under this Agreement;
 - (f) at its sole cost and expense, repair forthwith all damage howsoever caused to the Studio or the Equipment by the Renter;
 - (g) at the expiry or earlier termination of this Agreement, remove all Renter's personal property and repair all damage caused by such removal. Failing which the Studio Owner will be entitled to effect such removal and restoration and discard the personal property (without liability to the Studio Owner) and the Renter shall pay the Studio Owner the cost of doing so plus an administration fee of 20% of such cost;
 - (h) the Renter shall not teach any person in the Studio without the written consent of the Studio Owner, which may be denied without reason;
 - (i) not become insolvent or bankrupt or allow the other arrangement for the benefit of the Renter's creditors under any of the Bankruptcy and Insolvency Act (Canada), the Company Creditors Arrangement Act (Canada) or applicable federal or provincial legislation governing corporations or any successor legislation to any such legislation; and
 - (j) perform its obligations under this Agreement including, without limitation, complying with the Fascapple Glass Policies.

2. Default

If the Renter fails to pay the Fee or any other monies required to be paid to the Studio Owner when due, or if the Renter is in breach of any covenant or condition contained herein (other than the Renter's covenant to pay the Fee and other amounts payable to the Studio Owner hereunder) or in any other agreement with the Studio Owner and such default continues for 10 days after a written notice from the Studio Owner, the Studio Owner may, by notice in writing terminate this Agreement forthwith and such termination shall be without prejudice to any other rights and remedies the Studio Owner may have at law. If the Renter should fail to remedy any default by it, the Studio Owner may remedy or attempt to remedy any such default of the Renter at the cost of the Renter. The Studio Owner shall not be liable to the Renter for any loss, injury or damage caused by acts of the Studio Owner in remedying or attempting to remedy such default and the Renter shall pay to the Studio Owner all expenses incurred by the Studio Owner in connection with remedying or attempting to remedy such default. All rights and remedies of the Studio Owner in this Agreement shall be cumulative and not alternative.

3. Termination by the Studio Owner

This Agreement shall terminate, at the option of the Studio Owner:

- (a) immediately for the non-payment of the Fee; or
- (b) immediately if the Renter causes any damage to the Studio or the Equipment; or
- (c) if there is a default of this Agreement by the Renter which is not corrected immediately; or
- (d) if the Term expires; or
- (e) immediately upon notice from the Studio Owner; or
- (f) upon the insolvency, bankruptcy, reorganization or other arrangement for the benefit of the Renter's creditors under any of the *Bankruptcy and Insolvency Act* (Canada), the *Company Creditors Arrangement Act* (Canada) or applicable federal or provincial legislation governing corporations or any successor legislation to any such legislation; or
- (g) upon the fraud or wilful misconduct of the Renter or its representatives with respect to this Agreement and its obligations under this Agreement; or
- (h) where the behaviour of the Renter is not acceptable to the Studio Owner; or
- (i) if the Renter is in default of any other agreement (the "**Other Agreement**") with the Studio Owner or any entity comprising of the Studio Owner and such default is not corrected within the applicable curative period under the Other Agreement, if any.

4. Rescheduling by Studio Owner

Rescheduling and cancellation by the Studio Owner is governed by the Fascapple Glass Policies.

5. Rescheduling by Renter

Rescheduling and cancellation by the Renter is governed by the Fascapple Glass Policies.

6. General Provisions

- (a) Each obligation of the Renter in this Agreement, although not expressed as a covenant, is considered to be a covenant for all purposes.

- (b) This Agreement shall be construed and governed by the laws of the Province of Alberta. Any disputes arising hereunder shall be subject to the exclusive jurisdiction of the courts of the Province of Alberta.
- (c) If any provision of this Agreement is illegal, invalid or unenforceable at law it shall be deemed to be severed from this Agreement and the remaining provisions hereto shall nevertheless continue to be in full force and effect.
- (d) Time shall be of the essence.
- (e) This Agreement shall not be assigned by the Renter.
- (f) The right granted to the Renter hereunder is a license only and shall not constitute a partnership, joint venture or lease agreement between the parties hereto. Neither the leave to occupy granted to the Renter by this Agreement, nor any of the rights, privileges or obligations in connection therewith shall create any interest or estate in lands on which the Studio is situated.
- (g) No revision, amendment or modification of this Agreement shall be valid unless made in writing and duly executed by the respective officers of the Renter and of the Studio Owner.
- (h) Any notice (the “**notice**”) from one party to the other hereunder shall be in writing and shall delivered personally to the other party, or if mailed by registered or certified mail addressed to the party, or if by email, to the email address set out in the Agreement or provided from time to time. Any notice shall be deemed to have been given at the time of personal delivery or, if mailed, 7 days after the date of mailing thereof or, if emailed, the day of emailing. Either party shall have the right to designate by notice, in the manner above set forth, a different address to which notices are to be mailed or delivered
- (i) No covenant, term or condition of this Agreement shall be waived except by the written consent of the Studio Owner. The subsequent acceptance of the Fee by the Studio Owner shall not be deemed to be a waiver of any preceding breach of any obligation hereunder by the Renter other than the failure to pay the particular Fees so accepted.
- (j) If the Renter fails to pay when due any amount required by this Agreement to be paid to the Studio Owner, the unpaid amount shall bear interest from the due date to the payment date at a rate of the aggregate sum of 5% percent per annum plus the prime rate of interest charged by the Toronto - Dominion Bank in Calgary, Alberta.

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