

Sign and Fruit Stand Permit Terms and Conditions

1. The Applicant wishes to place a sign and/or fruit stand on or adjacent to lands of The Niagara Parks Commission (the "NPC") and has requested NPC grant a permit to do so under the powers given to it under *The Niagara Parks Act*.
2. The issuance of this permit does not relieve the Applicant of the responsibility for compliance with all applicable laws pertaining to the installation, maintenance and use of the sign and fruit stand, if applicable, during the term of this Permit, including but not limited to any relevant Municipal/Provincial/Federal legislation, regulations and By-Laws.
3. A sign and/or fruit stand permit is strictly personal, temporary and non-transferable in nature, and does not vest in the permit holder any permanent right of title, easement, restriction or other property interest in respect of the land on, adjacent to or within the vicinity of the permitted sign and/or fruit stand location, but only confers a temporary permit therefor.
4. The Applicant covenants, represents and warrants that they have the right to the use of any name, logo or design which is shown on or is part of the sign and its use by the Applicant will not infringe another person's intellectual property rights which rights include but shall not be limited to trademarks, industrial designs and moral rights and that the sign shall be of the size, location, material and content shown in the attached application.
5. The Applicant will notify NPC if any alterations or changes to the sign or sign location are required, including any additional hangers or add-ons. Any associated costs to alter or change the sign or location will be the responsibility of the Applicant.
6. Signs are to be maintained to the satisfaction of NPC. If requested by NPC, Applicants will be responsible for replacement or repair to any weathered or damaged signs, at their sole cost.
7. The Applicant is solely responsible for any costs, expenses, and damages of any nature whatsoever caused by reason of or in connection with this Permit and/or the use of lands under the jurisdiction of the NPC.
8. In consideration of the covenants representations and warranties and the granting of the permit to place a sign on lands adjacent to the lands of The Niagara Parks Commission (the sufficiency of which is hereby acknowledged), the applicant will indemnify and save harmless The Niagara Parks Commission from all claims, demands and costs however incurred arising from the breach of the representations and warranties of the applicant. This indemnity shall be binding upon the Applicant, its/his/her/their respective executors, successors and assigns.