NUNATSIAVUT
kavamanga Government

REQUEST FOR PROPOSALS

RETAIL SERVICES

DEPARTMENT OF LANGUAGE, CULTURE AND TOURISM CAFÉ AND GIFT SHOP TENANT – ILLUSUAK CULTURAL CENTRE

NAIN, NUNATSIAVUT

ISSUE DATE: November 18, 2026

CLOSING DATE AND TIME: December 9, 2026, at 4:00 pm Atlantic Time

Section 1: Context

The Nunatsiavut Government (“NG”) was established in 2005 following the establishment of the Labrador Inuit Land Claims Agreement (“LILCA”). LILCA includes self-government provisions rendering the NG a regional Inuit government within the province of Newfoundland and Labrador. The NG has authority over many central governance areas including health, education, housing, culture and language, justice and community matters.

In 2019, the Nunatsiavut Government opened a new cultural centre, called the Illusuak Cultural Centre (“Illusuak”) located in Nain, Nunatsiavut. Illusuak was closed in 2023 for renovations, and is expected to reopen in the Fall of 2026. The space has offices for Parks Canada; the NG’s Department of Language, Culture and Tourism; a permanent exhibition; a theatre; and a café and gift shop.

The Department of Language, Culture and Tourism is currently seeking a tenant to run the café and gift shop in Illusuak. The space is move-in ready and includes a kitchen, storage, and retail space.

Section 2: Project Overview, Objectives and Scope

2.1 Project Overview

The NG, through its Department of Language, Culture and Tourism, is seeking proposals from qualified proponents to lease and operate the café and gift shop located within the Illusuak Cultural Centre (the "Illusuak"), in Nain, Nunatsiavut.

Illusuak serves as a cultural, educational and tourism destination that welcomes local residents, school groups, researchers, government partners and visitors from across Labrador and around the world. In addition to permanent and temporary exhibits, Illusuak hosts community events, cultural programming, meetings, performances and seasonal tourism activities.

The successful proponent will operate the café and gift shop as an independently owned and operated business under the terms of a Commercial Lease and Operating Agreement with the NG (attached hereto as **Appendix A**). The successful proponent will be responsible for the day-to-day operation and management of the business, while supporting the visitor experience and contributing to the overall success of Illusuak.

The café and gift shop spaces are fully constructed and move-in ready. The successful proponent will have access to the café kitchen, retail space, gift shop counter and designated storage area, together with any equipment or fixtures identified in the lease or its schedules.

2.2 Objectives

The objectives of this RFP are to select a tenant that will:

- operate a high-quality café offering fresh food and beverages for Illusuak visitors and members of the community;
- operate an attractive and professionally managed gift shop showcasing Inuit art, crafts, sewing materials and cultural merchandise;
- provide a welcoming, safe and inclusive environment that enhances the visitor experience at Illusuak;
- support Inuit artists and businesses by making reasonable efforts to source products from all five Nunatsiavut communities, the Torngat Mountains Base Camp and Research Centre and Hebron;
- complement Illusuak's cultural, educational and tourism programming through collaboration with the NG; and
- operate a financially sustainable business that delivers reliable, professional services throughout the year.

2.3 Scope of Services

The successful proponent will be responsible for all aspects of operating the café and gift shop, including, but not limited to, the following:

A. Café Operations

The successful proponent shall:

- develop and maintain a menu appropriate for the facility and its visitors that include cultural staples when possible;

- ensure compliance with all applicable health, safety, public health and food safety legislation and regulatory requirements;
- purchase and maintain adequate food and beverage inventory following the initial inventory and supply contribution provided by the NG;
- establish menu pricing;
- provide daily café offerings, including breakfast, lunch, snacks and beverage service during approved operating hours;
- provide catering services or special food services for Illusuak events when requested by the NG, subject to mutually agreed pricing and availability;
- maintain food quality, cleanliness and sanitation standards;
- ensure that all cooking methods and equipment used are compatible with the building and comply with the requirements set out in this RFP and the Commercial Lease and Operating Agreement; and
- daily cleanup of the café and kitchen areas.

B. Gift Shop Operations

The successful proponent shall:

- purchase, display and sell Inuit artwork, crafts and other approved merchandise;
- make reasonable efforts to source finished artwork, crafts and sewing materials from artists and vendors throughout all five Nunatsiavut communities;
- sell Illusuak Cultural Centre merchandise and approved Torngat Mountains National Park and Research Station and Hebron merchandise;
- purchase wholesale sewing materials for resale;
- establish and maintain appropriate inventory levels;
- operate and properly use the point-of-sale system provided by the NG;
- process cash, debit and credit card transactions; and
- maintain an attractive, organized and professional retail environment.

C. Business Operations

The successful proponent shall be responsible for all business operations, including:

- recruit, hire, train, supervise, schedule and, where necessary, discipline and terminate qualified staff to ensure the consistent delivery of safe, professional and culturally respectful café and retail services;
- ensure that all staff receive appropriate orientation and training in customer service, food safety, workplace health and safety, and any policies or procedures required for the operation of the café and gift shop;
- maintaining all licences, permits and approvals required to operate the business;
- maintaining accurate financial and bookkeeping records;
- obtaining and maintaining all required insurance;
- purchasing operating supplies, equipment and consumables not supplied by the NG;
- ensuring compliance with all applicable legislation and regulatory requirements; and
- operating the business in a professional and financially responsible manner.

D. Programming and Special Events

The successful proponent will be expected to work cooperatively with the NG in supporting Illusuak programming, including community events, exhibition openings, cultural programming, cruise ship visits (within regular working hours of café/gift shop), educational programming and private facility rentals.

2.4 Operating Hours

The café and gift shop shall operate during the regular public operating hours of Illusuak, subject to seasonal adjustments approved by the NG.

The successful proponent must be willing to provide evening and weekend operations where reasonably required to support tourism activities, special events and other programming occurring at Illusuak.

The successful proponent will commence operations on a date determined by the NG following the reopening of Illusuak, anticipated to be in February 2027.

2.5 Facilities, Equipment and NG Contributions

The successful proponent will have access to the following spaces within Illusuak:

- a café kitchen measuring approximately 24 feet by 11 feet;
- a combined storage room and office measuring approximately 17.5 feet by 6.5 feet; and
- the designated gift shop and retail area.

The NG intends to provide the café and gift shop fully equipped with the furniture, fixtures and equipment reasonably required to commence operations. Existing café equipment includes an ice machine, dishwasher, range and two industrial refrigerators. The NG will also purchase additional start-up equipment required for the operation of the café, including appropriate commercial coffee equipment. The final list of furniture, fixtures and equipment to be provided by the NG will be confirmed with the successful proponent prior to commencement of operations.

To further support the establishment and operation of the café and gift shop, the NG will provide the following start-up support:

a) no base rent will be payable during the first twelve (12) months of the lease;

b) up to $10,000 toward approved initial inventory and supplies for the café and gift shop. Eligible expenditures must be approved by the NG and supported by receipts or other documentation reasonably required by the NG;

c) the initial furniture, fixtures and equipment reasonably required to commence operations, including the equipment described above, appropriate commercial coffee equipment and a point-of-sale system; and

d) payment of approved internet service costs during the first twelve (12) months of operations.

Beginning on the first day of the thirteenth (13th) month of the lease, the successful proponent will pay base rent of $618.38 per month, plus applicable taxes. The successful proponent’s proportionate share of heat, electricity and other base building utility costs is included in that base rent and will not be charged separately.

Following the initial start-up support described above, the successful proponent will be responsible for replenishing inventory and for the ongoing operating costs of the café and gift shop except to the extent expressly assumed by the NG under the Commercial Lease and Operating Agreement.

Furniture, fixtures and equipment supplied by the NG will remain the property of the NG unless otherwise agreed in writing. The successful proponent will be responsible for ordinary cleaning and proper use of NG-provided equipment and fixtures. The NG will be responsible for capital repair or replacement of its

equipment, except where repair or replacement is required because of misuse, negligence or unauthorized alteration by the successful proponent.

Any additional equipment, furniture, shelving, storage solutions, office equipment, display materials or business systems requested by the successful proponent that are not included in the equipment to be provided by the NG will be the responsibility of the successful proponent, unless otherwise agreed by the NG.

2.6. Term of Operation

The successful proponent will be granted an initial term of three (3) years to lease and operate the café and gift shop, commencing on the date established in the Commercial Lease and Operating Agreement.

Any renewal or extension of the term must be agreed to in writing by the NG and the successful proponent. There is no automatic or implied right of renewal.

The Commercial Lease and Operating Agreement will permit the NG to terminate the agreement for convenience and without cause upon providing not less than ninety (90) days' prior written notice.

The successful proponent will be required to enter into a Commercial Lease and Operating Agreement with the NG setting out the complete terms and conditions applicable to the tenancy and operation of the café and gift shop.

Section 3: Requirements

The requirements set out in this section establish the minimum standards applicable to this RFP. Certain requirements apply to the submission of proposals, while others apply only to the successful proponent upon execution of the Commercial Lease and Operating Agreement.

3.1 Mandatory Submission Requirements

Proposals shall, at a minimum:

a) demonstrate the proponent's ability to successfully operate the café and gift shop described in this RFP;

b) include all information required under the "Proposal Content" section of this RFP;

c) identify the legal name of the individual or entity submitting the proposal;

d) identify the individual authorized to negotiate and execute an agreement on behalf of the proponent;

e) identify the proponent's business structure (for example, sole proprietorship, partnership or corporation);

f) identify any proposed subcontractors or business partners, if applicable;

g) remain open for acceptance for the period specified in this RFP; and

h) submit a complete Inuit Content Factor scoresheet as outlined in Appendix A

Failure to provide the information required under this section may result in the proposal being declared non-compliant

3.2 Mandatory Eligibility Requirements

The successful proponent shall, prior to commencing operations and throughout the term of the lease and operating agreement:

a) be legally entitled to carry on business in Newfoundland and Labrador and obtain and maintain all licences, permits, approvals and registrations required to lawfully operate the café and gift shop;

b) comply with all applicable federal and provincial legislation, regulations and public health requirements relating to the preparation, handling, storage and sale of food, including obtaining and maintaining any licence required to operate the café as a food premises, including a Food Establishment Licence issued under applicable Newfoundland and Labrador law;

c) ensure that all cooking methods and equipment used are compatible with the existing building design and comply with all applicable fire, building and public health requirements. The use of deep fryers or any other cooking equipment not approved by the NG is prohibited;

d) maintain any food safety certifications required by applicable legislation for the operation of the café;

e) maintain accurate financial and bookkeeping records relating to the operation of the business;

f) before taking possession and throughout the term of the Commercial Lease and Operating Agreement, maintain commercial general liability insurance in an amount of not less than $2,000,000 per occurrence, name the Nunatsiavut Government as an additional insured with respect to the successful proponent's operations, and maintain such other insurance as may reasonably be required under the Commercial Lease and Operating Agreement; and

g) promptly notify the NG of any suspension, cancellation or enforcement action affecting any licence, permit or approval required for the operation of the business.

Proponents are not required to obtain the insurance described above before submitting a proposal. The insurance requirement applies to the successful proponent before taking possession of the premises and throughout the term of the Commercial Lease and Operating Agreement.

3.3 Commercial Requirements

The successful proponent acknowledges and agrees that:

a) no base rent will be payable during the first twelve (12) months of the lease. Beginning on the first day of the thirteenth (13th) month, base rent will be $618.38 per month, plus applicable taxes. The successful proponent's proportionate share of heat, electricity and other base building utility costs is included in that amount and will not be charged separately;

b) except for the furniture, fixtures, equipment and other start-up support to be provided by the NG as described in Section 2.5, the successful proponent shall be responsible, at its own expense, for supplying and maintaining any additional equipment, furniture, shelving, storage solutions, office equipment, display materials or other items required for its operation of the café and gift shop, unless otherwise agreed by the NG;

c) the successful proponent shall be responsible for securing the café, gift shop and storage areas following each period of operation;

d) the successful proponent shall be responsible for telephone, internet and other communication services required for the operation of the business except to the extent expressly provided by the NG under Section 2.5 or the Commercial Lease and Operating Agreement; and

e) the respective responsibilities of the NG and the successful proponent respecting rent, utilities, maintenance, repairs, equipment and the use of the leased premises shall be set out in the Commercial Lease and Operating Agreement.

Section 4: Evaluation Criteria for Proposals

4.1 Following the closing date, the NG will first review each Proposal to determine whether it satisfies the mandatory submission requirements set out in this RFP. Proposals that do not satisfy the mandatory submission requirements will be declared non-compliant and will not proceed to further evaluation.

The NG will evaluate each compliant Proposal received in response to this RFP using the following criteria, which are not ranked in order of preference or priority:

a) Completeness, thoroughness and relevance of the Proposal submitted in response to this RFP;

b) Relevant experience operating a café, restaurant, retail business or similar operation ;

c) Quality of the proposed operating plan, including staffing, scheduling and programming

d) Ability to support the objectives of Illusuak, including the promotion of Nunatsiavut artists and merchandise

e) References, including contact information for former employers, clients, business partners or other relevant references;

f) Inuit Content as outlined in the Nunatsiavut Government's *Procurement Act*; and

The NG reserves the right to discuss any and/or all proposals, and to request additional information from possible proponents.

The NG may not accept any proposal and the NG reserves the right to cancel this RFP. Any proposal that is accepted may be accepted in whole or in part.

The Procurement Act will be used to determine the Inuit Content Factor of the submissions and the weighting of the points assigned in this category. It is the responsibility of proponents to show, in their Proposal, a calculation of the Inuit Content Factor for the proponent. A failure to do so shall result in the disqualification of their Proposal

4.2 Proposal Content

To facilitate the evaluation of proposals, proponents should organize their submissions in the order set out below.

Table of Contents

Proposals should include a table of contents properly indicating the section and page numbers of the information included.

Executive Summary

Provide a brief overview of the proposal, including the proponent's qualifications, vision for the café and gift shop, and the key features of the proposed operation.

Background Information

Provide:

a) the legal name of the proponent;

b) the proponent's business structure;
c) contact information;
d) the names and roles of key personnel who will be responsible for operating the café and gift shop; and
e) resumes or summaries of relevant experience for key personnel.

Relevant Experience

Describe the proponent's experience operating cafés, restaurants, retail businesses, tourism operations, cultural facilities or other comparable businesses.

Where applicable, describe previous experience:

- managing staff;
- maintaining financial records;
- delivering customer service;
- organizing programming or community events; and
- operating businesses in remote or seasonal environments.

Operating Plan:

Describe how the café and gift shop will be operated, including:

a) the proposed menu and food service;

b) the proposed retail offerings;

c) the proposed staffing model and hours of operation;

d) the proposed approach to sourcing Nunatsiavut artwork, crafts and sewing materials; and

e) any proposed programming, workshops or special events.

References

The proponent should include three references related to relevant work experience.

Inuit Content Factor

Provide the information necessary for the NG to calculate the Inuit Content Factor in accordance with the *Procurement Act* as detailed in Schedule A.

Other Benefits

The proponent should describe any other services or benefits the NG may realize through these services.

Instructions to Proponents

Enquiries

All enquiries regarding this RFP must be made in writing by fax or e-mail and addressed to:

Attn: Brenda Jararuse, Illusuak Cultural Centre Manager, Department of Language, Culture and Tourism
Telephone: (709) 922-2942

Mail: 25 Ikajuktauvik Road, Nain, NL A0P 1L0 Email:
brenda.jararuse@nunatsiavut.com

Such enquiries should be delivered on or before **November 20, 2026** so that questions and answers can be sent to all potential bidders as an addendum. Information given by word of mouth will not be valid or enforceable.

Addenda

If deemed necessary by the NG, responses to any questions and/or any additional information will be issued by the NG in the form of an addendum, which shall form part of this RFP.

Any addenda issued to this RFP will be posted on the NG website at www.nunatsiavut.com. It is the responsibility of the proponent to ensure that it has received any addenda issued prior to the proposal submission date. Upon submitting a proposal, a proponent will be deemed to have received notice of all addenda that have been issued.www.nunatsiavut.com.

Address for Submissions

To be considered, electronic copies of proposals should be sent to Brenda Jararuse, Illusuak Cultural Centre Manager, Department of Language, Culture and Tourism at brenda.jararuse@nunatsiavut.com. All proposals submitted must be clearly marked with the subject line marked “RETAIL SERVICES, DEPARTMENT OF LANGUAGE, CULTURE AND TOURISM TENANT – ILLUSUAK CULTURAL CENTRE”.

Hard copies of proposals will also be accepted, must be clearly marked “RETAIL SERVICES, DEPARTMENT OF LANGUAGE, CULTURE AND TOURISM TENANT – ILLUSUAK CULTURAL

CENTRE” and be received at:

Department of Language, Culture and Tourism
Nunatsiavut Government

25 Ikajuktauvik Road, Nain, NL A0P 1L0

Attn: Brenda Jararuse, Illusuak Cultural Centre Manager, Department of Language, Culture and Tourism

NOTE: FACSIMILE TRANSMISSIONS WILL NOT BE ACCEPTED.

Submission Deadline

Proposals must be received on or before **December 9, 2026 at 4:00 pm Atlantic Time** (the **“**Closing Date”)**. PROPOSALS RECEIVED AFTER THAT TIME WILL NOT BE CONSIDERED.**

Proposals will be open for acceptance for at least ninety (90) days following the Closing Date.

General Conditions

Governing Law

This RFP and any subsequent agreement arising from it will be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador and the federal laws of Canada applicable therein.

Cost of Proposal

Preparation and submission of a proposal in response to this RFP is voluntary and any costs associated with proposal preparation, submission, meetings, negotiations or discussions with the NG must be borne by the proponent submitting the proposal.

No Claim

The NG will not be liable to any proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the proponent in preparing and submitting a proposal, or participating in negotiations for a contract, or other activity related to or arising out of this RFP. Except as expressly and specifically permitted in this RFP, no proponent shall have any claim for any compensation of any kind whatsoever as a result of participating in this RFP and by submitting a proposal each proponent shall be deemed to have agreed that it has no claim.

Proponent's Qualifications

In submitting a proposal, the proponent acknowledges and agrees that it has read, understood and agrees to all terms and conditions described in the RFP and that it has the necessary experience, skills and ability to effectively provide the services.

Acceptance of Proposal

The NG reserves the right to accept or reject any or all proposals received in response to this RFP. The NG reserves the right to conduct personal interviews with selected proponents and contact the references provided.

Withdrawal

Proponents may withdraw their proposal at any time prior to acceptance.

No Binding Contract

The NG may, after reviewing the proposals received, enter into discussions with one or more of the proponents, without such discussion in any way creating a binding contract between the NG and any proponent. There will be no binding agreement between any proponent and the NG until a Commercial Lease and Operating Agreement has been signed by both the NG and the successful proponent.

Solicitation of NG Staff and Assembly Members

Prior to the Closing Date, proponents should not establish contact with employees or agents of the NG (including the Nunatsiavut Assembly) regarding this RFP, other than the representative(s) identified without that representative's permission.

Failure to abide by this requirement could be grounds for rejection of the proponent's proposal.

Confidentiality

Any information acquired about the NG by a proponent during this process must not be disclosed unless authorized by the NG, and this obligation survives the termination of the RFP process.

Conflict of Interest

By submitting a proposal, the proponent declares that it has no pecuniary interest in the business of any third party that would cause a conflict of interest or be seen to cause a conflict of interest in carrying out the services.

Modification of Terms

NG reserves the right to modify the terms of this RFP at any time in its sole discretion. This includes the right to cancel this RFP at any time prior to entering into a Commercial Lease and Operating Agreement with the successful proponent.

Ownership of Proposals and Freedom of Information

All documents submitted to the NG will become the property of the NG. They will be received and held in confidence by the NG.

Release of Information

While Proposal is Open:

The names of individuals or companies who have picked up the proposal will **not** be released.

At Proposal Opening:

Only the names of the bidders will be read out.

After Proposal Opening:

No further information will be released until after the contract is awarded.

Appendix A

COMMERCIAL LEASE AND OPERATING AGREEMENT

ILLUSUAK CULTURAL CENTRE - CAFÉ AND GIFT SHOP

THIS COMMERCIAL LEASE AND OPERATING AGREEMENT (the “Agreement”) is made as of [DATE].

BETWEEN:

NUNATSIAVUT GOVERNMENT
25 Ikajuktauvik Road
P.O. Box 70
Nain, NL A0P 1L0

(the “Landlord”)

AND:

[SUCCESSFUL PROPONENT]
[ADDRESS]

(the “Tenant”)

WHEREAS:

(A) the Landlord operates the Illusuak Cultural Centre (“Illusuak”), located at 16 Ikajuktauvik Road, in Nain, Nunatsiavut;

(B) the Landlord issued a Request for Proposals for the lease and operation of the café and gift shop at Illusuak (the “RFP”);

(C) the Tenant submitted a proposal in response to the RFP and was selected by the Landlord to operate the café and gift shop; and

(D) the parties wish to set out the terms on which the Tenant will occupy the Premises and operate the café and gift shop.

NOW THEREFORE, in consideration of the rents, covenants and agreements contained in this Agreement, the parties agree as follows:

1. PREMISES

(a) The Landlord leases to the Tenant the areas within Illusuak designated for the café and gift shop located at 16 Ikajuktauvik Road including: (i) a café kitchen measuring approximately 24 feet by 11 feet; (ii) a combined storage room and office measuring approximately 17.5 feet by 6.5 feet; (iii) the designated gift shop and retail area and counter; and (iv) such rights of access to common areas as are reasonably necessary for the Tenant to operate the café and gift shop (collectively, the “Premises”).

(b) The Premises form part of Illusuak and are not leased as a stand-alone building. The Tenant's use of the Premises is subject to reasonable building, security, cultural programming, health and safety, and operational requirements established by the Landlord from time to time.

(c) A plan or description of the Premises may be attached as Schedule A. If there is any inconsistency between an approximate measurement in this Agreement and a final plan approved by the parties, the final plan will govern.

2. TERM

(a) The term of this Agreement will be three (3) calendar years, commencing on December 2026 and ending on December 2029 unless terminated earlier in accordance with this Agreement (the "Term").

(b) The Tenant will commence public operations on the date directed or approved in writing by the Landlord, having regard to the public opening of Illusuak and the Tenant having obtained all required licences, permits, insurance and approvals.

(c) Any renewal or extension of the Term must be agreed to in writing by the parties. No renewal right is implied by continued occupation.

3. RENT

(a) No base rent will be payable by the Tenant during the first twelve (12) months following the Commencement Date.

(b) Beginning on the first day of the thirteenth (13th) month of the Term, the Tenant will pay base rent of $618.38 per month, plus applicable taxes, in advance on the first day of each month, without deduction or set-off.

(c) Unless expressly stated otherwise in this Agreement, the Tenant is responsible for all taxes, charges and operating expenses arising from its business operations.

(d) The rent-free period is a start-up contribution by the Landlord and does not relieve the Tenant from any other obligation under this Agreement.

4. PERMITTED USE AND OPERATION

(a) The Tenant may use the Premises only to operate the Illusuak café and gift shop and for related catering, retail, programming and activities approved by the Landlord (the "Permitted Use").

(b) The Tenant will operate the café and gift shop as an independently owned and operated business and is solely responsible for the day-to-day management of that business, subject to this Agreement.

(c) The Tenant will operate during the regular public operating hours of Illusuak, subject to seasonal adjustments established by the Landlord, and will provide evening and weekend operations where reasonably required to support tourism activities, special events and programming.

(d) The Tenant will not use the Premises for any unlawful purpose or for any purpose that, in the Landlord's reasonable opinion, is inconsistent with the cultural, educational, tourism or public

functions of Illusuak.

5. CAFÉ OPERATIONS

(a) The Tenant will develop and maintain a menu appropriate for Illusuak and its visitors, establish menu pricing, and provide daily café offerings including breakfast, lunch, snacks and beverages during approved operating hours. Where reasonably practicable, incorporate culturally specific and traditional Inuit foods into the café's menu and food offerings, having regard to availability, seasonality, cost and applicable food safety requirements.

(b) The Tenant will purchase and maintain adequate food and beverage inventory following the initial inventory and supply contribution provided by the Landlord under section 9.

(c) The Tenant will maintain food quality, cleanliness and sanitation standards and will complete daily cleanup of the café and kitchen areas.

(d) Where requested by the Landlord and mutually agreed as to availability and pricing, the Tenant will provide catering or special food services for Illusuak events.

(e) The Tenant will use only cooking methods and equipment compatible with the building and approved by the Landlord. Deep fryers and any other cooking equipment not approved by the Landlord are prohibited.

(f) The Tenant will use the point-of-sale system provided by the Landlord for café sales and process cash, debit and credit card transactions in accordance with applicable requirements

6. GIFT SHOP OPERATIONS

(a) The Tenant will purchase, display and sell Inuit artwork, crafts, sewing materials and other approved merchandise and will maintain appropriate inventory levels and an attractive, organized and professional retail environment.

(b) The Tenant will make reasonable efforts to source finished artwork, crafts and sewing materials from artists and vendors throughout all five Nunatsiavut communities and to maintain a diverse selection of products and artistic media.

(c) The Tenant will offer for sale Illusuak Cultural Centre merchandise and merchandise approved by the Landlord relating to the Torngat Mountains National Park and Research Station and Hebron.

(d) The Tenant will operate and maintain the point of sale system and process cash, debit and credit card transactions in accordance with applicable requirements.

7. STAFFING AND BUSINESS OPERATIONS

(a) The Tenant is solely responsible for recruiting, hiring, training, supervising, scheduling, disciplining and terminating its employees and for all wages, benefits, remittances and other employment obligations.

(b) The Tenant will maintain sufficient qualified staff to safely and effectively operate the café and gift

shop during required operating hours.

(c) The Tenant will ensure that staff receive appropriate orientation and training in customer service, food safety, workplace health and safety, and applicable Illusuak policies and procedures.

(d) The Tenant will provide professional, courteous and culturally respectful customer service and will maintain accurate financial and bookkeeping records relating to the business.

(e) Nothing in this Agreement creates an employment, agency, partnership or joint venture relationship between the Landlord and the Tenant or between the Landlord and any employee or contractor of the Tenant.

8. LICENCES, FOOD SAFETY AND LEGAL COMPLIANCE

(a) Before commencing operations and throughout the Term, the Tenant will obtain and maintain all licenses, permits, approvals, registrations and certifications required to lawfully operate the café and gift shop.

(b) Without limiting subsection (a), the Tenant will comply with all applicable federal and provincial legislation, regulations and public health requirements relating to the preparation, handling, storage and sale of food, including obtaining and maintaining any license required to operate the café as a food premises, including a Food Establishment License issued under applicable Newfoundland and Labrador law.

(c) The Tenant will maintain any food safety certifications required by applicable law and will ensure that its employees satisfy all legally required food safety training requirements.

(d) The Tenant will promptly comply with lawful inspection requirements, directions and orders of regulatory authorities and will promptly provide the Landlord with notice of any material inspection deficiency, order, suspension, cancellation or enforcement action affecting the operation of the business.

(e) The Tenant will comply with all applicable fire, building, occupational health and safety, accessibility and other legal requirements applicable to its operations.

9. LANDLORD START-UP CONTRIBUTIONS

(a) To support the establishment of the café and gift shop, the Landlord will provide the Tenant with the start-up contributions described in this section, subject to the terms and conditions set out below.

(b) The Landlord will provide up to $10,000 toward approved initial inventory and supplies for the café and gift shop. Eligible expenditures must be approved by the Landlord and supported by receipts or other documentation reasonably required by the Landlord. This contribution is in addition to the furniture, fixtures and equipment to be provided by the Landlord under this section.

(c) The Landlord will provide the initial furniture, fixtures and equipment reasonably required to commence operations. Existing equipment is expected to include an ice machine, dishwasher, range and two industrial refrigerators. The Landlord will also purchase appropriate commercial coffee equipment, provide a point-of-sale system, and provide such other start-up equipment as the Landlord approves.

(d) The final list of Landlord-provided furniture, fixtures and equipment will be confirmed with the Tenant before commencement of operations and may be attached as Schedule B.

(e) During the first twelve (12) months following the Commencement Date, the Landlord will pay the costs of internet service, to the extent approved by the Landlord.

(f) Unless otherwise agreed in writing, all furniture, fixtures and equipment purchased or supplied by the Landlord remain the property of the Landlord. The Tenant will not sell, dispose of, encumber, remove from Illusuak or materially alter Landlord property without prior written consent.

(g) After the initial start-up contribution, the Tenant is responsible for replenishing inventory and for any additional equipment, furniture, shelving, storage solutions, office equipment, display materials or business systems it requires that are not supplied or approved for purchase by the Landlord.

10. UTILITIES AND OPERATING COSTS

(a) The Landlord will provide the heat, electricity and other base building utilities serving the Premises. The Tenant's proportionate share of those utility costs is included in the base rent payable under section 3 and will not be charged separately to the Tenant.

(b) The Landlord will provide the point of sale system for use in the operation of the café and gift shop.

(c) The Tenant is responsible for all costs associated with its employees, inventory replenishment, consumables, merchant processing fees, business registrations, licences, insurance and other expenses of its business except to the extent expressly assumed by the Landlord under this Agreement. For greater certainty, the Tenant is responsible, from the commencement of its operations, for all merchant processing and transaction fees and all recurring point-of-sale software subscription, licensing, terminal rental and service charges associated with the operation of the café and gift shop, except as otherwise agreed in writing by the parties.

11. REPAIRS, MAINTENANCE AND CLEANING

(a) The Landlord will be responsible for structural repairs to Illusuak and for repair and maintenance of base building systems, except to the extent repair is required because of the negligence, wilful misconduct or breach of this Agreement by the Tenant or its employees, contractors, customers or invitees.

(b) The Tenant will keep the Premises, including the café, kitchen, gift shop, office and storage areas, clean, sanitary, orderly and in good condition, reasonable wear and tear excepted.

(c) The Tenant will promptly notify the Landlord of any defect, damage, equipment failure or condition requiring repair.

(d) the Tenant is responsible for ordinary cleaning and proper use of the Landlord provided equipment and fixtures, and the Landlord is responsible for capital repair or replacement except where damage results from misuse, negligence or unauthorized alteration by the Tenant.

(e) The Tenant will be responsible for damage to the Premises or Landlord property caused by the Tenant or its employees, contractors, customers or invitees, except for reasonable wear and tear.

12. SECURITY AND ACCESS

(a) The Tenant will secure and lock the café, gift shop, office and storage areas after each period of operation and will comply with Illusuak security and access-control procedures.

(b) The Landlord and its authorized representatives may enter the Premises on reasonable notice to inspect the state of repair, verify compliance with this Agreement, perform repairs, maintain building systems, or for other reasonable operational purposes. No notice is required in an emergency.

(c) The Tenant will not duplicate keys, alter locks or install security or surveillance equipment without the Landlord’s prior written approval.

13. ALTERATIONS, INSTALLATIONS AND SIGNAGE

(a) The Tenant will not make structural alterations, renovations, installations or material changes to the Premises without the Landlord’s prior written approval.

(b) Any approved alterations will be completed at the cost of the party agreed in writing and in compliance with applicable law and Landlord requirements.

(c) The Tenant will not install exterior or public-facing signage, displays or advertising without the Landlord’s prior written approval.

14. ASSIGNMENT AND SUBLETTING

(a) The Tenant will not assign this Agreement, sublet all or any part of the Premises, license the Premises to another person, transfer control of the business operating from the Premises, or otherwise part with possession of the Premises without the Landlord’s prior written consent.

(b) Any consent by the Landlord to an assignment or sublease does not release the Tenant from its obligations unless the Landlord expressly agrees in writing.

15. INSURANCE

(a) Before taking possession and throughout the Term, the Tenant will maintain insurance appropriate to the operation of a public-facing café and retail business, including commercial general liability insurance in an amount of not less than $2,000,000 per occurrence and such other insurance as the Landlord may reasonably require.

(b) The commercial general liability policy will name the Nunatsiavut Government as an additional insured with respect to the Tenant’s operations and will include coverage for products and completed operations where applicable.

(c) The Tenant is responsible for insuring its own property, inventory and equipment not owned by the Landlord.

(d) Before taking possession of the Premises, and thereafter upon renewal of the applicable policies or on request by the Landlord, the Tenant will provide certificates of insurance satisfactory to the Landlord evidencing the coverage required by this section. The Tenant will promptly notify the Landlord of any cancellation or material reduction in coverage.

16. INDEMNITY

(a) The Tenant will indemnify and hold harmless the Landlord and its officers, employees and agents from claims, losses, damages, liabilities, costs and expenses arising from the Tenant's occupation or use of the Premises, the operation of the café or gift shop, the acts or omissions of the Tenant or its employees, contractors or agents, or the Tenant's breach of this Agreement, except to the extent caused by the negligence or wilful misconduct of the Landlord.

(b) This section survives expiry or termination of this Agreement.

17. DAMAGE OR DESTRUCTION

(a) If the Premises are damaged or destroyed by fire or other casualty, the Landlord will, subject to available insurance proceeds and applicable approvals, promptly determine whether the Premises can reasonably be repaired or restored.

(b) If the Premises are wholly unfit for occupancy, rent will abate while they remain unfit. If use or access is materially impaired, a fair proportion of rent will abate having regard to the extent of the impairment.

(c) If the Landlord reasonably determines that the damage cannot be repaired within ninety (90) days, or that repair is not reasonably justified having regard to the remaining Term, either party may terminate this Agreement on thirty (30) days' written notice, unless the parties agree otherwise.

(d) The Tenant is responsible for repairing or replacing its own property and inventory, except to the extent the loss was caused by the negligence or wilful misconduct of the Landlord.

18. DEFAULT AND TERMINATION

(a) The Tenant is in default if: (i) rent or another amount due remains unpaid for ten (10) days after written notice; (ii) the Tenant materially breaches this Agreement and fails to remedy the breach within fifteen (15) days after written notice, or such longer period as the Landlord reasonably permits where the breach cannot reasonably be cured within fifteen days; (iii) the Tenant ceases or repeatedly fails to operate the café and gift shop during required operating hours without Landlord approval; (iv) a licence, permit, insurance policy or approval required for operation is suspended, cancelled or not maintained; (v) the Tenant commits a serious or repeated food safety, health and safety or regulatory violation; (vi) the Tenant abandons the Premises; (vii) the Tenant makes an unauthorized assignment, sublease or alteration; or (viii) the Tenant becomes bankrupt or insolvent, subject to applicable law.

(b) Where a default creates an immediate risk to health, safety, food safety, building security or Landlord property, the Landlord may require the Tenant to immediately suspend the affected activity and may take reasonable steps to address the risk.

(c) If a default is not cured within the applicable cure period, the Landlord may terminate this Agreement by written notice and exercise any other remedy available at law.

(d) The Landlord may terminate this Agreement for convenience and without cause upon providing the Tenant with not less than ninety (90) days' prior written notice.

(e) The Tenant may terminate this Agreement if the Landlord materially breaches an obligation essential

to the Tenant's lawful use of the Premises and fails to remedy that breach within thirty (30) days after written notice, or such longer period as is reasonably required to complete the remedy.

(f) Termination does not affect rights or obligations accrued before the termination date.

19. SURRENDER OF PREMISES

(a) At the expiry or earlier termination of this Agreement, the Tenant will vacate the Premises, remove its personal property, return all keys and access devices, and surrender the Premises and all Landlord property in good condition, reasonable wear and tear and insured casualty excepted.

(b) The Tenant will not remove any furniture, fixtures or equipment owned by the Landlord.

(c) Property left by the Tenant after expiry or termination may, after reasonable notice where practicable, be removed, stored or disposed of by the Landlord at the Tenant's cost, subject to applicable law.

20. QUIET ENJOYMENT

Provided the Tenant pays all amounts due and performs its obligations under this Agreement, the Tenant may peaceably use and enjoy the Premises during the Term without unreasonable interference by the Landlord, subject to the Landlord's rights under this Agreement and the operation of Illusuak as a public cultural facility.

21. NOTICES

(a) A notice under this Agreement must be in writing and delivered personally, by courier, by registered mail, or by email to the addresses below, or to any replacement address notified in writing.

(b) Landlord:
Nunatsiavut Government,
25 Ikajuktauvik Road,
P.O. Box 70, Nain, NL
A0P 1L0

Attention:
Brenda Jararuse
Illusuak Cultural Centre Manager
brenda.jararuse@nunatsiavut.com

(c) Tenant:
[NAME AND ADDRESS];
Attention:
Email:

(d) A notice sent by email is deemed received on the day sent if sent before 4:00 p.m. local time on a business day, otherwise on the next business day, provided no delivery failure notice is received.

22. RFP AND TENANT PROPOSAL

(a) The RFP and the Tenant's accepted proposal informed the parties' entry into this Agreement. The Tenant will perform the operational commitments contained in its accepted proposal to the extent they are consistent with this Agreement.

(b) If there is a conflict between this Agreement, the RFP and the Tenant's proposal, the order of precedence is: (i) this Agreement and its Schedules; (ii) the RFP and any addenda; and (iii) the Tenant's accepted proposal.

(c) Nothing in the Tenant's proposal modifies this Agreement unless expressly incorporated into this Agreement or a Schedule.

23. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador and the federal laws of Canada applicable therein.

24. GENERAL

(a) This Agreement, including its Schedules and the documents incorporated by section 22, constitutes the entire agreement between the parties respecting the Premises and supersedes prior representations and agreements respecting the subject matter.

(b) An amendment to this Agreement must be in writing and signed by authorized representatives of both parties.

(c) A waiver is effective only if in writing and applies only to the specific matter waived.

(d) If any provision is held invalid or unenforceable, the remaining provisions continue in force.

(e) The Tenant is an independent business and has no authority to bind the Landlord.

(f) This Agreement is binding on the parties and their permitted successors and assigns.

(g) Headings are for convenience only and do not affect interpretation.

(h) This Agreement may be signed in counterparts and by electronic signature, each of which is deemed an original.

25. EXECUTION

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized representatives.

On behalf of Nunatsiavut Government/Landlord

_____

Jenna Gilbride
Deputy Minister – Language Culture and Tourism

_____

Date

On behalf of the Tenant

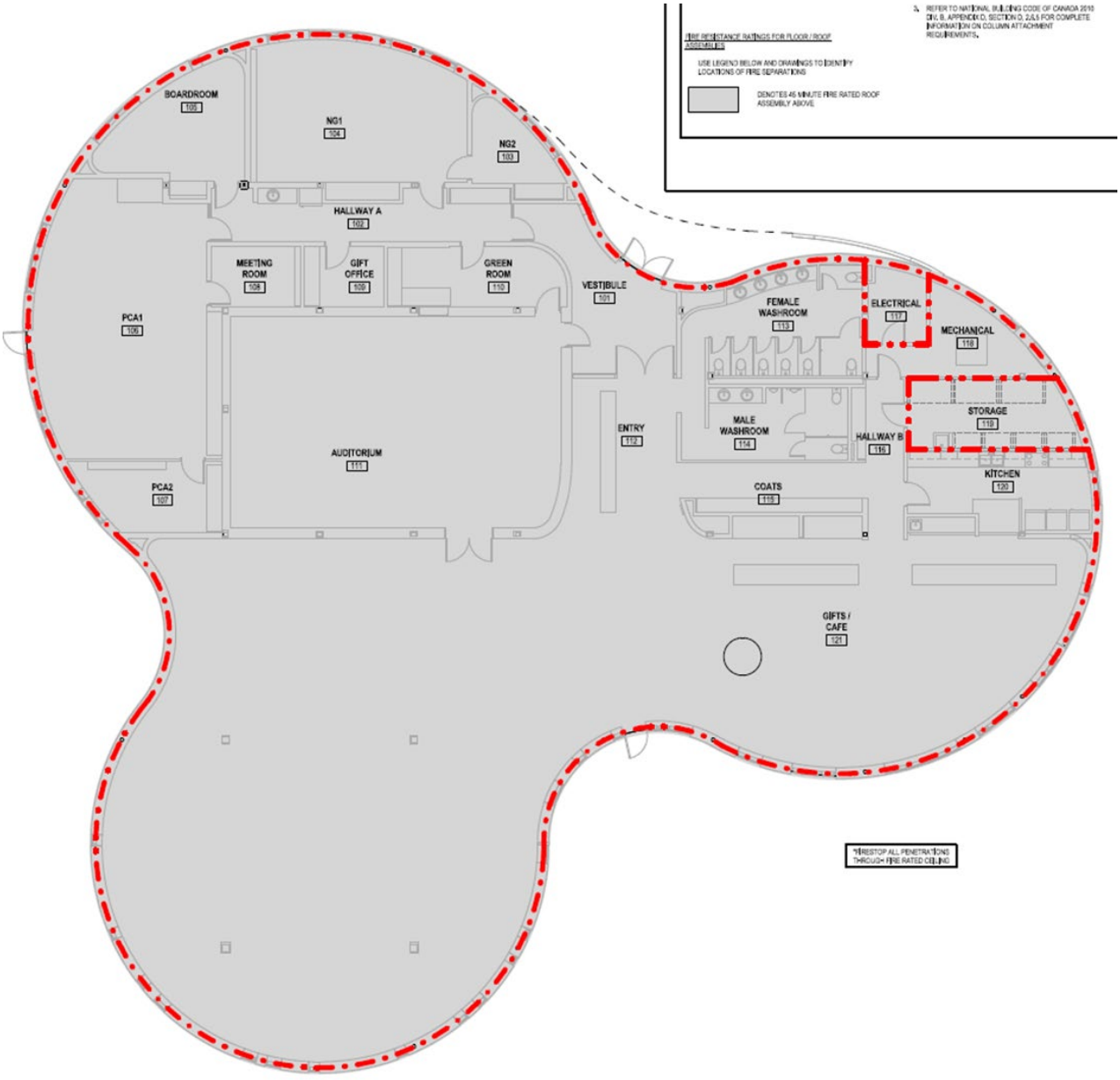
_____

_____

Date

SCHEDULE A

DESCRIPTION / PLAN OF PREMISES



SCHEDULE B

LANDLORD-PROVIDED FURNITURE, FIXTURES AND EQUIPMENT

The final list will be confirmed with the successful proponent before commencement of operations. The anticipated existing/start-up items include:

- Ice machine
- Dishwasher
- Range
- Two industrial refrigerators
- Commercial coffee equipment
- Tables and chairs, if confirmed suitable
- Point-of-sale system