

## **A Guide to Busking and Street Performances in Mississauga**

### **Why is busking important to the City of Mississauga?**

Busking involves a group or person performing in a public place, providing entertainment and enjoyment for the public. A person who does this is called a Busker. The City of Mississauga created a 2-year pilot busking program in 2016 and by 2018, busking was established permanently in 7 locations across the city.

The program allows young artists to practice their craft in public places and make some extra money by collecting voluntary donations from the public. The presence of buskers adds to the vibrancy of our neighbourhoods and increases the reputation of Mississauga as a creative and artistic city.

Busking is an important element of a thriving city where people want to live, visit, work and play. Busking contributes to placemaking, a city's culture, identity and spirit. It brings an energy and excitement to our streetscapes. It can also provide an element of safety to communities, helping people feel more comfortable and safe by having more "eyes on the street". Busking provides an opportunity for emerging and established artists to showcase their work and creates opportunities for community members to connect and appreciate local talent.

### **Promotion**

We love pictures! Send us photos of your performance or of other buskers. We would love to promote you on our social media channels. Use #SaugaBusks when you post on your own channels and we will share with our fans. We love feedback – tell us what you think about the program and how we can improve. Contact [Kelly.kubik@mississauga.ca](mailto:Kelly.kubik@mississauga.ca).

### **The Busker's Code of Conduct**

As a permitted busker, you agree to follow The Busker's Code of Conduct and help make Mississauga become a vibrant busking hotspot. The Code has been created with everyone in mind, from street performers, to businesses and the general public to promote good relations and a vibrant street culture. The Code should help resolve any conflict that may arise however if a problem still persists, contact [Kelly.kubik@mississauga.ca](mailto:Kelly.kubik@mississauga.ca) from the City's Culture Division.

1. There are 7 busking locations in Mississauga that are clearly marked and more are being added on a regular basis. Check out their geo locations at [mississaugaculture.ca/busk](http://mississaugaculture.ca/busk)
2. Scheduled events at Port Credit, Streetsville Village Square, Celebration Square and Paul Coffee Park take precedence over busking. That means buskers cannot perform during scheduled events. When organizers ask us if they should have buskers at their events, we tell them no – you should be paying performers a fair rate and not expect their audience to pay them for you. Therefore, there are blackout dates for busking.
3. If there is an emergency, call 911. Incidents that the City should know about can be reported by calling City of Mississauga Corporate Security at 905-896-5040.
4. Busker ID's must be work at all times while busking and must be shown to City of Mississauga staff upon request.

5. Introduce yourself to nearby businesses, organizations and fellow buskers - this will help strengthen our community and also make complaints much less likely.
6. Let people get past. Even during busy times you *and* your audience should not be blocking others. There should be enough space to push a stroller or a wheelchair through at all times.
7. If your audience spills onto the road, blocks the whole sidewalk, a cross walk, a doorway, accessibility ramp or amenity, please stop and clear the way. You may want to adapt your act for a smaller audience or try a bigger busk stop location.
8. Share your Busk Stop with other buskers. That means if other performers are waiting for the same Busk Stop, share your spot after two hour or less.
9. If two buskers show up at the same Busk Stop at the same time, take turns and work it out or try jamming together.
10. Keep you performances limited to max of 2 hours per location per day. People want to see varied content and acts.
11. Only battery operated amps are allowed at Busk Stops.
12. Avoid sound clash! If you're located near another business, street performance, vendor or event please make sure you should have lots of space between you and them and your volume doesn't bother them.
13. As a rule - keep your volume *just* above the level of background street noise and check that it is not distorted.
14. Do not use unsuitable language during your performance (or your permit will be revoked).
15. Do not busk or perform while under the influence of alcohol and/or illicit substances (or your permit will be revoked). Alcohol and/or illicit substances are not permitted on City of Mississauga property, which includes Busk Stops and surroundings.
16. Buskers using unsuitable language or performing while under the influence will lose their Busking Permit and forgo any opportunity to renew it.
17. Buskers may only receive voluntary donations but the public should never feel obliged.
18. You can sell CDs or original artwork created by you only. No t-shirt sales or bootlegged versions of K-Pop idols.
19. Never leave your equipment unattended and make sure no one can trip over your equipment.
20. Keep your performance safe! If your act involves audience participation, make sure to keep their safety in mind.
21. Keep the Busk Stop clean and tidy-up after your performance.
22. Remember, you are an ambassador for buskers everywhere! You are also representing the City of Mississauga – do it with pride.

## Permit Terms and Conditions

All buskers must read and sign the Busker Permit before being issued a Busker ID.

1. **Municipal Freedom of Information Act:** Personal information contained on this form is collected under the authority of section 11 of the *Municipal Act 2001*, S.O. 2001, c. 25, as amended. The information will be used for the purpose of administering The Corporation of the City of Mississauga's (the "City") contracts and this Permit and will also be used for business you may conduct with the City relating to its programs. Questions about this collection should be directed to: Kelly Kubik, [kelly.kubik@mississauga.ca](mailto:kelly.kubik@mississauga.ca) 905-615-3200 Ext 4914.
2. **Busk stops (each a "Busk Stop") are marked and located within the following parks (each a "Park"):** Port Credit, Jack Darling Park, Mississauga Celebration Square, Streetsville Village Square, Lake Aquitaine Park, Paul Coffey Park. Busking is only allowed at the locations identified as Busk Stops within each Park.
3. **Observance of Law:** The Busker agrees to comply, and to cause its performers, artists and invitees ("Busker Invitees") to comply, with all City policies, laws, and Busker Code of Conduct including municipal by-laws, applicable to the use of the Busk Stops and Parks.
4. **Limited Liability and indemnification:** The Busker shall indemnify, defend and save harmless the City, its elected officials, officers, agents, employees and contractors (collectively, "Indemnitees") from and against any and all claims, actions, proceedings, losses, damages, penalties, fines, liabilities, judgments, awards and expenses (including reasonable costs, collection expenses, attorney's fees and expenses and court costs) (collectively, "Claims") incurred by the City and/or the Indemnitees arising out of or related to the Performance, Busker's and Busker Invitees' attendance at or use of each Busk Stop and Park, and any acts and omissions of the Busker and/or Busker Invitees and anyone for whom in law they are responsible.
5. **Damages:** Notwithstanding anything to the contrary, the City shall not be liable to the Busker or the Busker Invitees for any damages, whether direct, indirect, consequential, incidental or otherwise, including without limitation, loss of business, profits or revenue, arising out of or related to the subject matter of this Permit even if advised of the possibility of such damages.
6. **Insurance:** The Busker is required to procure, at its own expense, and to provide a certificate of insurance adding the City as an additional insured in the amount of \$2,000,000.00CAD Upon registration for this program, this insurance can be purchased through the City's Third Party insurance vendor for a fee of \$35.00 (plus tax) CAD.
7. **As is where is:** The Busker hereby confirms that the City has not provided any representation, warranty or other assurance regarding the suitability of any Busk Stop or Park for attendance at or use by the Busker or Busker Invitees and that the Busker and Busker Invitees are using each Busk Stop and Park on an as is where is basis.
8. **Solicitation:** Once registered and issued an identification badge for participation in the Program, Busker is permitted to collect voluntary monetary donations from the public.
9. **Waste and Nuisance:** The Busker agrees not to do or to suffer or to allow to be done any action which would damage, waste or disfigure or injure any Park or any part thereof or otherwise cause a nuisance. Any such action to the City's property will be the financial responsibility of the Busker and all costs and expenses required to repair such damage to the Parks shall be paid to the City on demand.
10. **Use of Busk Stop and Park:** The Busker agrees to use each Busk Stop and Park only for to carry out the Performance. Any breach of the terms or conditions of this Permit and/or provision of false or incorrect information by the Busker to the City will result in the immediate revocation of this Permit. Busker shall refrain (and cause the Busker Invitees to refrain) from conducting the Performance while under the influence of alcohol and/or illicit substances. Alcohol and/or illicit substances shall not be brought onto any Park. Busker shall refrain (and cause the Busker Invitees to refrain) from using unsuitable language during the Performance and their attendance at any Park and ensure the Performance is suitable for all audiences, including those with children. Performers must wear busking ID as provided by the City at all times while attending at any Busk Stop.

**11. Publicity and Promotional Materials:** The Busker: grants to the City the right to use each of Busker's name, photo, biography, music and/or video to publicize and advertise the Performance, the Busker, the Busk Stop and/or Park and the Program; agrees that photographs (digital and film) and video recordings (collectively "**Recordings**") of the Performance may be made by or on behalf of the City for archival, security and/or City promotional purposes and such shall be owned by the City; the Busker and each of its artists/performers, each of their names, photographs, biographies, music and/or videos and the Performance does not and will not infringe upon or violate any statutory or common laws or any rights of any third parties, including, copyright, patent, trademark, trade secret, or other proprietary or property right; musical, literary, dramatic, privacy rights or rights against libel or slander; the Busker has all rights and consents needed to grant the City the license set out in this section and any other rights stipulated in this Permit.

**12. Revocation:** The City may revoke this Permit immediately at any time in the event of any breach or default by the Busker in the performance of any term or condition and the City shall be entitled to recover, and the Busker shall be liable for, all damages and losses incurred by the City arising directly or indirectly or in consequence of or in relation to the breach or default by the Busker.

**13. Pre-emption:** This Permit may be pre-empted and revoked at any time in order that the City may use the Busk Stop and/or Park for a specific purpose. Wherever possible every effort will be made to give reasonable advance notice of pre-emption and revocation.