
BUSKER PERMIT TERMS & CONDITIONS

- 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, Community Development Coordinator, Culture Division kelly.kubik@mississauga.ca 905-615-3200 X 2111
- 2. Busk stops (each a "Busk Stop") are marked and located within the following parks (each a "Park"):** Port Credit Main street, Port Credit Pier, Jack Darling Park, Mississauga Celebration Square, Streetsville Village Square, Lake Front Promenade Marina, Meadowvale Community Centre, Paul Coffey Park, St. Lawrence Park, Port Credit Farmers Market and Civic Centre Transit Terminal – Platform A. Busking is only allowed at the locations identified as Busk Stops within each Park or location. All locations start as of May 1, 2019 until October 31, 2019. **Port Credit Farmers Market location only available Saturdays -8:00 am – 1:00 pm in June thru October
- 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, 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: By-law 522-04 4 (1) A Licence is not required under this By-law in respect to Portable Display Unit or Refreshment Cart if the Articles for Sale are hawked, peddled or sold: (b) if the goods, wares or merchandise are grown, produced or manufactured in Ontario and are hawked, peddled or sold by the grower, producer or manufacturer or his agent or employee having written authority to do so, in the municipality in which the grower, *producer or manufacturer resides*;. 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.