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**2020 - BUSKER PERMIT TERMS & CONDITIONS**

**Busker Name:**

**Address:**

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](mailto: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 North side, Port Credit Pier, JJ Plaus Park (2 locations) , Port Credit Village Marina adjacent to office, Port Credit Memorial Park, Mississauga Celebration Square, Streetsville Village Square, Lake Front Promenade Park – shelter by Boat launch and Creative Hub 1352 Farmers Market – this location must be pre-booked by calling 905-615-4860 X 2100. Busking is only allowed at the locations identified as Busk Stops within each Park or location. All locations start as of August 13, 2020 until October 31, 2020.
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. **COVID 19 Pandemic regulations:** A reduced number of Busk Stops will be open, to allow for adequate physical distancing between the performers and the public.  
This includes:  
**Ontario Regulation 364/20.**
11. (1) A business or place where concerts, artistic events, theatrical performances or other performances are rehearsed or performed may open if they comply with the following conditions:
1. The total number of spectators permitted to be in the venue in which the performance or rehearsal takes place at any one time must be no more than,
    - i. 50 spectators, if the concert, event or performance is indoors, or
    - ii. 100 spectators, if the concert, event or performance is outdoors.
  2. **Singers and players of brass or wind instruments must be separated from any spectators by plexiglass or some other impermeable barrier.**

3. Every performer and other person who provides work for the business or place must maintain a physical distance of at least two metres from every other person, except,
- i. if it is necessary for the performers to be closer to each other for the purposes of the performance or rehearsal,
  - ii. where necessary for the purposes of facilitating the purchase of admission, food or beverages, or
  - iii. where necessary for the purposes of health and safety.

(2) Subsection (1) does not apply to drive-in or drive-through concerts, artistic events, theatrical performances and other performances.

- Observe physical distancing; leave at least 2 metres (6 feet) between yourself and people who do not live in your immediate household.
- If the park, pathway or location you go to is crowded, leave and head to a less crowded area.
- Limit touching benches, trash cans or other hard surfaces.
- Wash your hands after touching surfaces.
- People gathered in groups of fewer than 15 people must maintain a distance of 2 metres (6 feet) from one another.
- For the most updated information on mass gathering restrictions in Mississauga, visit The City of Mississauga restrictions for mass gatherings.

**13. 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.

**14. 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.

**I have read and understand all terms and conditions of this Permit and am at least 18 years of age. If the Busker is not at least 18 years of age, I am the custodial parent or legal guardian of the Busker and have the authority to bind the Busker and do so bind the Busker and myself to the terms of this Permit.**

<b>Signature:</b>	<b>Date:</b>
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Name of custodial parent or legal guardian (if applicable):
Address:
Phone number:

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Office Use Only	
Signed Contract Received	Date:
Identification received :	Date:
Insurance received:	Date:
Insurance Purchased :	Date: