

Produced: ETS CUSTOMER PROGRAMS
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TERMS & CONDITIONS

1.0 The Permit (previously known as The Letter of Permission)

- 1.1 The Letter of Permission now referred to as the Permit serves as authorization to carry on performing activities within the LRT Stations and designated areas as dictated by Edmonton Transit. A Permit will only be issued on a calendar month or calendar year basis prior to date of commencement upon full payment.
- 1.2 A bundle is comprised of 2 stations, 2 days and 2 time periods. Days vary from Monday- Sunday. Time periods are designate by "AM" (until 2:00PM) and "PM" (is after 2:00PM). A performer may purchase up to 2 bundles available within the designated LRT stations. Each period is indicated as a bundle within the fee schedule. A performer can have no more than 2 bundles. An example is provided in section 7.3.
- 1.3 The Permit becomes valid for the time period indicated upon payment and must include endorsement by way of signature from the Customer Services Associates at ETS Customer Service Centre. Please refer to 7.0 Fees
- 1.4 In order to ensure accuracy during the issuance of the Permit, information such as name, address, phone number and government issued photo I.D. is required.
- 1.5 The performer is required to have in their possession at all times both the Permit and their respective government issued photo I.D.s and may be requested by Edmonton Transit staff during performance activities.
- 1.6 Enquiries and concerns relating to Busking and such activities should be directed to 311.
- 1.7 The Permit is Non- Transferable. The performer shall not assign or transfer rights granted in the Permit regardless of consent. Edmonton Transit reserves the right to make changes to, suspend or revoke any Permit where deemed necessary at Edmonton Transit's sole discretion.
- 1.8 A performer is only entitled to purchase his/ her own Permit. Duplication of the permit is not permitted and may be subjected to termination set forth in section 5.2.
- 1.9 The performer shall present the Permit and government issued photo I.D., upon request, to members of Bylaw Enforcement Personnel including Transit Peace Officers, Edmonton Police Services. If no proof is provided, the performer will be asked to leave the Edmonton Transit premises.
- 1.10 The performer shall be subject to the additional reasonable terms and conditions as Edmonton Transit, in its sole discretion, may impose from time to time. In addition the performers shall adhere to any specific restrictions as identified by Edmonton Transit from time to time.

- 1.11 The performer shall purchase a renewal of the Permit prior to commencement date or prior to expiration of their designated bundle(s), should the performer wish to continue Busking. Edmonton Transit will not notify any performer should their Permit near expiry or upon expiration for the basis of a renewal reminder.
- 1.12 The performer agrees to indemnify and hold harmless Edmonton Transit and its agents and employees from and against losses, claims, demands, payments, suits, judgments or expenses of every nature and description arising out of or in consequence of the activities of the performer pursuant to this Letter of Permission, or on Edmonton Transit property and arising out of or in negligence of the performers, its employees, agents, contractors, or invitees. This shall include, but not be limited to, damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons, or on account of damage to property, including loss of use thereof.

2.0 Vending or Retail Activities

- 2.1 The Permit complies solely with the requirements for Performing Activities. There is no vending or retail activity permitted on Transit property or in designated areas.
- 2.3 Permit requests for activities other than Busking are to Contact 311.

3.0 Designated Sites

- 3.1 The performer shall operate within the designated areas clearly marked by the image of the sign below up to 1.6 meters from the wall and up to 2.0 meters in width.



- 3.2 Permitted locations are provided in section 9.0. Maps with specific details are available upon request.
- 3.3 Any Performer may elect to perform in any location as identified by Edmonton Transit with a valid Permit on a first come first serve basis. Only the valid Permit for the specified time and location can be used to bump any other performer in the said location. The performer may only be in possession of one Valid Permit at a time.
- 3.4 Do not leave your belongings unattended.
Unattended belongings could be considered a risk or a potential hazard to the public and may be treated as such or disposed of.
Unattended belongings of 30 minutes or more will forfeit your first come first serve right to the location and Transit Peace Officers may be notified.
- 3.5 In the event two performers arrive at a location and cannot agree on who arrived first, they should contact Edmonton Transit Peace Officer to determine the next course of action, (which may include the use of section 3.8).
- 3.6 Performers in groups of 2 or more may play together as long as all performers have a valid permit and must adhere to all the conditions depicted within the terms and conditions.

- 3.7 Edmonton Transit reserves the right to relocate, suspend or terminate any performer who fails to meet conditions in section 4.0 and during maintenance, repairs and special events as deemed appropriate by Edmonton Transit.
- 3.8 Edmonton Transit reserves the right to relocate any person issued a Permit in the event of a conflict in addition to the right to suspend and/ or terminate the agreements in accordance with the Termination Procedure section 5.2.

4.0 Performing Activities

- 4.1 Busking refers to performances related to vocal and or instrumental music.
- 4.2 Applicants shall specify the kind of performing activities that he/she would undertake in designated areas. Edmonton Transit reserves the right to reject any proposals which, in Edmonton Transit's opinion, are not suitable or may cause injuries or disturbances to the public and Edmonton Transit alike, or activities that may be considered inappropriate in a Transit facility. A minimum walking space of 1.5 meters shall be maintained by the performer.
- 4.3 The performer shall not create any visual and/or physical obstructions for bus/LRT patrons, pedestrians, traffic and/or transit operation, doorways, transit zones, fire hydrants, driveways, and fare payment areas in terminals and LRT stations, or create hazardous conditions to bus patrons and other pedestrians. The performer shall not adversely affect pedestrian flow patterns or pose risk of injury to the public (example: sharp points, slip/fall hazard, etc.) Flammable gases and/or liquids shall NOT be used by performers in designated areas.
- 4.4 The performer acknowledges and agrees that certain musical instruments and vocals may cause excessive sound and that Edmonton Transit, in its sole discretion, reserves the right to limit or mute the use of such instruments or vocals.
- 4.5 Any animal performances, or use of animals as part of the performance, are not allowed by Edmonton Transit.
- 4.6 The performer shall keep the immediate performing areas clean and neat.
- 4.7 The performer acknowledges that if he/she appears to be under the influence of intoxicants that Edmonton Transit, in its sole discretion, reserves the right to suspend and/ or terminate the agreements in accordance with the Termination Procedure in section 5.0.
- 4.8 The performer shall NOT actively solicit, request donations, etc., or harass pedestrians and/or transit patrons to make donations.

5.0 Termination /Suspension

- 5.1 The performer may at any time terminate his or her Permit by notifying a Customer Service associate or by failing to renew the Permit.
- 5.2 If the performer defaults or breaches any provisions of the Permit, Edmonton Transit shall have the right to terminate or suspend the Permit immediately upon verbal notice to the performer, followed by written notice.
- 5.3 If, in the determination of Edmonton Transit or its agents, the performer's conduct is criminal, disruptive, unsafe, impeding traffic or otherwise in violation of the law, the Permit may be cancelled, suspended, or revoked by Edmonton Transit immediately upon verbal notice to the performer, followed by a written notice.

5.4 Edmonton Transit has the right to terminate the Permit upon providing two days' notice to the performer, where applicable. There will be no refunds in the event of a termination or suspension of the Permit.

5.5 Appeals regarding terminations and suspensions should be directed to 311.

6.0 **Refunds**

6.1 There will not be any refunds associated to the purchase of any and all Permits unless deemed reasonable by Edmonton Transit.

6.2 Once a Permit has been issued and paid for, they are Not Transferable to other performers and they are Not Transferable for time and location changes. A new Permit would be required in these events at the sole cost to the performer.

7.0 **Fees**

7.1 Fees are due prior to commencement date for the Permit.

7.2 Fees can only be paid by the recipient of the Permit and must be made in person. Payments shall be made in cash or by debit/ credit at the Edmonton Service Center, 2nd Floor of the Edmonton Tower, 10111 - 104 Avenue NW.

7.3 A performer may elect to purchase up to 2 bundles based on availability.

One bundle = a combination of 2 stations, 2 days and 2 time periods.

Two bundles = a combination of 4 stations, 4 days and 4 time periods.

Example:

Performer A has 1 bundle = Century Park Mon AM & Southgate Tue PM

Performer B has 2 bundles = Churchill Mon AM, Clareview Tue PM, Century Park Wed AM & Southgate Thu PM

7.4 Calendar Monthly Rate: \$15.00+GST per bundle. A performer may purchase in increments of calendar months or calendar year at a time. (January to December). Fees are subject to change at any time.

8.0 **Applicable City of Edmonton Bylaws**

Pertinent to the activities of Busking:

8.1 Bylaw 8353, "Conduct of Transit Passengers" (A person who is guilty of an offence is liable to a fine in an amount not less than that established in this section and not exceeding \$10,000 and to imprisonment for not more than six months for non-payment of the fine)

8.2 A person shall not cause or permit any noise that disturbs the peace of another individual – s. 14(1) of Bylaw 14600, the Community Standards Bylaw

8.3 A person shall not leave any garbage, litter or other refuse in a public place except in a receptacle designed and intended for such use – s. 4 of Bylaw 14614, the Public Places Bylaw

8.4 A person shall not panhandle in an aggressive manner in any public place – s. 4.1(1) of Bylaw 14614, the Public Places Bylaw

- 8.5 A person shall not throw or propel an object, or act in any other way, in a public place that is reasonably likely to cause injury to another person or damage to property – s. 6 of Bylaw 14614, the Public Places Bylaw
- 8.6 A person shall not stand or be in any other position on a highway so as to obstruct the entrance to a building or to obstruct pedestrians or vehicles using the highway – s. 60(1) of Bylaw 5590, the Traffic Bylaw
- 8.7 A person shall not crowd, jostle or harass any pedestrian on a highway – s. 61 of Bylaw 5590, the Traffic Bylaw
- 8.8 A person shall not sell or display for sale any goods or services on a highway unless a permit authorizing the sale or display has been issued by the City- s. 67(1) of Bylaw 5590, the Traffic Bylaw
- 8.9 A person shall not place, cause or permit to be placed any structure used to sell, display for sale, or distribute any goods or services on a highway unless a permit authorizing the structure has been issued by the City.- s. 67(2) of Bylaw 5590, the Traffic Bylaw
- 8.10 Bylaw 13138, "Business License Bylaw". "Part II Licensing" (Fine of \$200.00)

9.0 **Permitted Locations**

9.1 Designated locations available and are subject to change at any time. Maps of specific zones are available upon request.

9.2 Available locations:

- Clareview Station
- Belvedere Station
- Coliseum Station
- Stadium
- Churchill Station
- City Centre Pedway (near Hidden Charms)
- Central station
- Bay/ Enterprise Square
- Corona Station
- Grandin / Government Centre
- University Station
- South Campus
- Southgate Station
- Century Park Station