

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made this 1st day of May, 2026.

BETWEEN

THE CORPORATION OF THE TOWN OF WHITBY

(the “Town”)

- and -

ONTARIO MUSICIANS CO-OPERATIVE INC.

o/a CANADIAN MUSICIANS CO-OPERATIVE

(the “OMCI”)

WHEREAS the Town is a municipal corporation subject to the provisions of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended;

AND WHEREAS OMCI is a not-for-profit arts service organization dedicated to assisting new generation and other independent artists build sustainable careers intersecting the music industry in the 21st Century;

AND WHEREAS the Town and OMCI entered into a Memorandum of Understanding dated April 14, 2023 (the “**Second MOU**”) as approved by way of Council Resolution #71-23 on March 20, 2023;

AND WHEREAS the Town and OMCI wish to continue to collaborate to create meaningful opportunities for musician and cultural opportunities in the Whitby community by entering into a new three-year Memorandum of Understanding (“**MOU**”) setting out the various roles and responsibilities for managing and maintaining a Community Performance Program within the Town of Whitby;

AND WHEREAS this MOU was approved by way of Council Resolution #XXX-26 on April 20, 2026;

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following terms and conditions:

1. PURPOSE

1.01 The purpose of this MOU is to establish the roles and responsibilities between the Town and OMCI with respect to a three-year Community Performance Program in designated Performance Zones within the Town of Whitby.

2. DEFINITIONS

2.01 “**OMCI**” means the Ontario Musicians Co-operative Inc. operating as Canadian Musicians Co-operative and includes its directors, employees, and members.

2.02 “**Performer**” means an individual or group who is a member of OMCI, who provides entertainment in the public realm or space for a voluntary gratuity from audience members. Such entertainment includes playing an instrument, singing, or other forms of creative musical amplified performance as agreed to by the Town. This definition is inclusive of OMCI support personnel in administrative and technical roles.

2.03 “**Performance Zones**” includes three dedicated zones - Port Whitby, Downtown Whitby, and Downtown Brooklin – and each zone includes dedicated areas that can be used by a Performer, as set out on Schedule “A” attached hereto.

2.04 “**Community Performance Program**” means the three-year program in partnership with OMCI to create opportunities to showcase OMCI’s Performer’s in dedicated Performance Zones, providing musical performances throughout the Town of Whitby to support the directions and goals of the Town’s Culture Plan.

2.05 “**Town**” means The Corporation of the Town of Whitby and includes members of Council, directors, officers, employees, and agents.

3. TERM

3.01 This MOU shall be effective for three years commencing May 1, 2026, and shall expire on December 31, 2028 (the “Term”), unless terminated earlier in accordance with this MOU.

4. THE TOWN’S ROLES AND RESPONSIBILITIES

4.01 The Town’s liaison for the Term of the MOU will be the Culture and Tourism Coordinator. Any correspondence regarding the program, including issues or

concerns are to be addressed to the Culture and Tourism Coordinator who will advise the Senior Manager, Creative Communities when necessary.

- 4.02 The Town will assist with sourcing a location for OMCI's training programs. If a space is provided that is owned by the Town, this would be through an in-kind donation for use of that space.
- 4.03 The Town will assist with connecting OMCI to other Town of Whitby local organizations and stakeholders to provide opportunities for performers to play at other events / activities within the community.
- 4.04 The Town will assist with marketing OMCI's local events and performances through the Town's website and social media channels or other communication means, space permitting.
- 4.05 The Town agrees to issue permits for the Performance Zones starting May 1 through to Thanksgiving Monday during all years of the Term for live performances within blocks of time during the following days:
 - a) Wednesdays 5:00 pm to 8:00 pm;
 - b) Thursdays 5:00 pm to 8:00 pm;
 - c) Fridays 12:00 pm to 8:00 pm;
 - d) Saturdays 12:00 pm to 8:00 pm; and,
 - e) Sundays 12:00 pm to 6:00 pm.

These time blocks are subject to availability of Performers and are not a guarantee of total number or frequency of performances.

- 4.06 Performances will be subject to any provincial, regional, or local municipal restrictions. At the discretion of the Performer, the Town agrees to a 'slow close' whereby the Performer, acting reasonably, is able to slowly wind down their performance beyond the scheduled times noted above should the audience be engaged and enjoying the performance.

4.07 Recognizing that there is zero cost recovery associated with this MOU, the Town acknowledges that OMCI may choose to apply for grants or other funding opportunities to support their program activities taking place in the Town.

5. OMCI'S ROLES AND RESPONSIBILITIES

5.01 OMCI's liaisons for the Term of the MOU will be the Managing Director or, should any issues or concerns needing immediate attention arise by the Town or Performers, the Supervisor on Duty (the "**SOD**"). Any correspondence regarding the program, including issues or concerns are to be addressed to the Managing Director or SOD.

5.02 OMCI will provide and distribute identification badges to each Performer.

5.03 OMCI shall ensure that Community Performance Program Performers only sell merchandise at each performance related to the Performer's brand (i.e. CDs) and agree to no other selling of merchandise unrelated to the Performer.

5.04 OMCI will market the Community Performance Program in partnership with the Town through OMCI's website and social media channels or other communication means.

5.05 OMCI shall ensure the Performers are set up only within the dedicated Performance Zones and ensure that accessible paths of travel are maintained at all times while performing.

5.06 OMCI acknowledges that the Performance Zones are under the exclusive control of the Town and OMCI shall have no claim against the Town as a result of any change to the hours of the operation, hours of availability of the Performance Zones, cancellations due to inclement weather, or for times where there is maintenance on all or parts of the Performance Zones.

5.07 OMCI acknowledges that Town events are family friendly and, as such, will ensure all Performers agree to refrain from using coarse or offensive language or gestures during their performance.

5.08 OMCI and its Performers must comply with Federal, Provincial, and Municipal By-laws, and will adhere to the Town's Public Code of Conduct. Smoking and/or the consumption of alcohol, cannabis, and illegal substances are prohibited in

and around the Performance Zones at all times, including prior to, during, and following any performance.

5.09 OMCI shall provide the Town will a final summary report after the close of each season to ensure the program remains successful and provides opportunities for improvements if necessary.

6. INSURANCE

6.01 OMCI shall provide and maintain during the term of this MOU Commercial General Liability insurance acceptable to the Town and subject to limits of not less than \$2,000,000.00 inclusive per occurrence for bodily injury, property damage, personal injury, contractual liability, owner's and contractor's protective coverage, contingent employer's liability, cross liability and severability of interest clause, products and completed operations and non-owned automobile liability.

6.02 Such insurance shall be in the name of OMCI and shall name The Corporation of the Town of Whitby as an additional insured thereunder. Such insurance shall contain an endorsement to provide the Town with thirty (30) days written notice of cancellation.

6.03 Evidence of insurance to be completed on the Town's Certificate of Insurance form, attached hereto as Schedule "B", prior to the execution of the MOU and during the term of the MOU, as requested. If requested by the Town, certified copies of the above referenced policy must be provided.

7. TERMINATION

7.01 The Town may terminate this MOU for any reason upon sixty (60) days prior written notice to OMCI. Either party may terminate the MOU where a party has breached the terms of the MOU and has failed to cure such breach within thirty (30) days notice of such breach.

8. REVIEW AND AMENDMENTS

8.01 There may be additional services or new issues that come forward for consideration between the Town and OMCI or the needs of the parties may change. In such circumstance, the party shall make written requests for amendments to the MOU to the Culture and Tourism Coordinator and such

request(s) will be reviewed and any amendments shall be agreed to in writing by both parties.

9. INDEMNIFICATION

9.01 Each party, together with its members of Council, directors, officers, employees and agents shall not be liable for any injury or damage including death, property, loss, or damage sustained by the other party, together with its members of Council, directors, officers, employees, agents, contractors, subcontractors, volunteers, or any other third party that is in any way attributable to anything done or omitted to be done by the other party in the performance of this MOU.

9.02 Each party shall at all times defend, indemnify, and save harmless the other party, together with its members of Council, directors, officers, appointees, employees and agents from and against any and all claims, demands, losses, damages, actions, costs, or expenses (including but not limited to legal fees, disbursements, and taxes on a solicitor-client basis), suits, or other proceedings by whomsoever made, sustained, brought, or prosecuted is in any way attributable to the negligence or wilful misconduct of the other party, its members of Council, directors, officers, employees, agents, contractors, subcontractors, or volunteers in connection with this MOU.

9.03 This indemnity shall survive the termination or expiration of this MOU.

10. NOTICE AND REPRESENTATIVES OF THE PARTIES

10.01 Any notice or communications given under this MOU shall be in writing and any such notice shall be served by mail, personal delivery, or e-mail at the following addresses:

In the case of notice to the Town:

Culture & Tourism Coordinator
575 Rossland Road East
Whitby ON L1N 2M8
culture@whitby.ca

In the case of notice to OMCI:

Ontario Musicians Co-operative Inc.
Managing Director

P.O. Box 22054 RPO Big Bay Point
Barrie ON L4N 0Z5
managingdirector@canadianmusicians.coop

or to such other address as either party may, from time to time, specify in writing to the other party pursuant to this section.

10.02 Receipt of such notice, whichever is applicable, shall be deemed on:

- a) the date of actual delivery of such hand-delivered document;
- b) the business day following the date of email transmission; or,
- c) five (5) days following the date of mailing.

11. DISPUTE RESOLUTION

11.01 In the event of a dispute arising from the interpretation or operation of this MOU, it will be referred to the parties' representatives identified in section 11 to resolve the matter amicably.

12. GENERAL

12.01 The parties will cooperate and communicate openly with each other on any matter relating to the administration of this MOU and will meet as required.

12.02 This MOU constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and shall not be modified or amended except by written agreement between the parties.

12.03 The provisions of this MOU are severable, and if any one or more provision is determined to be illegal, indefinite, invalid, or otherwise unenforceable, in whole or in part, the remaining provisions of this MOU and any partially unenforceable provisions to the extent enforceable shall continue in full force and effect and shall be binding and enforceable.

12.04 This MOU shall be governed by the laws and regulations of the Province of Ontario and the federal laws of Canada, as applicable.

13. AUTHORITY

13.01 Each party stipulates that it has full authority to enter into and perform this MOU, and the person signing this MOU on behalf of the named party is properly authorized to sign it, and each party further acknowledges that it has read this MOU, understands it and agrees to be bound by it.

14. COUNTERPARTS

14.01 This MOU may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. If the signature is delivered by email delivery of a scanned data file (Adobe PDF or otherwise), such signature shall create a valid and binding obligation on the party executing the MOU with the same force and effect as if the scanned data file (Adobe PDF or otherwise) were an original thereof.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal through its officers duly authorized in that regard.

Dated at _____ this _____ day of _____, 2026.

**ONTARIO MUSICIANS CO-OPERATIVE INC. o/a
CANADIAN MUSICIANS CO-OPERATIVE**

Valerie Hathaway-Warner, Managing Director

I have the authority to bind the corporation.

Dated at Whitby this _____ day of _____, 2026.

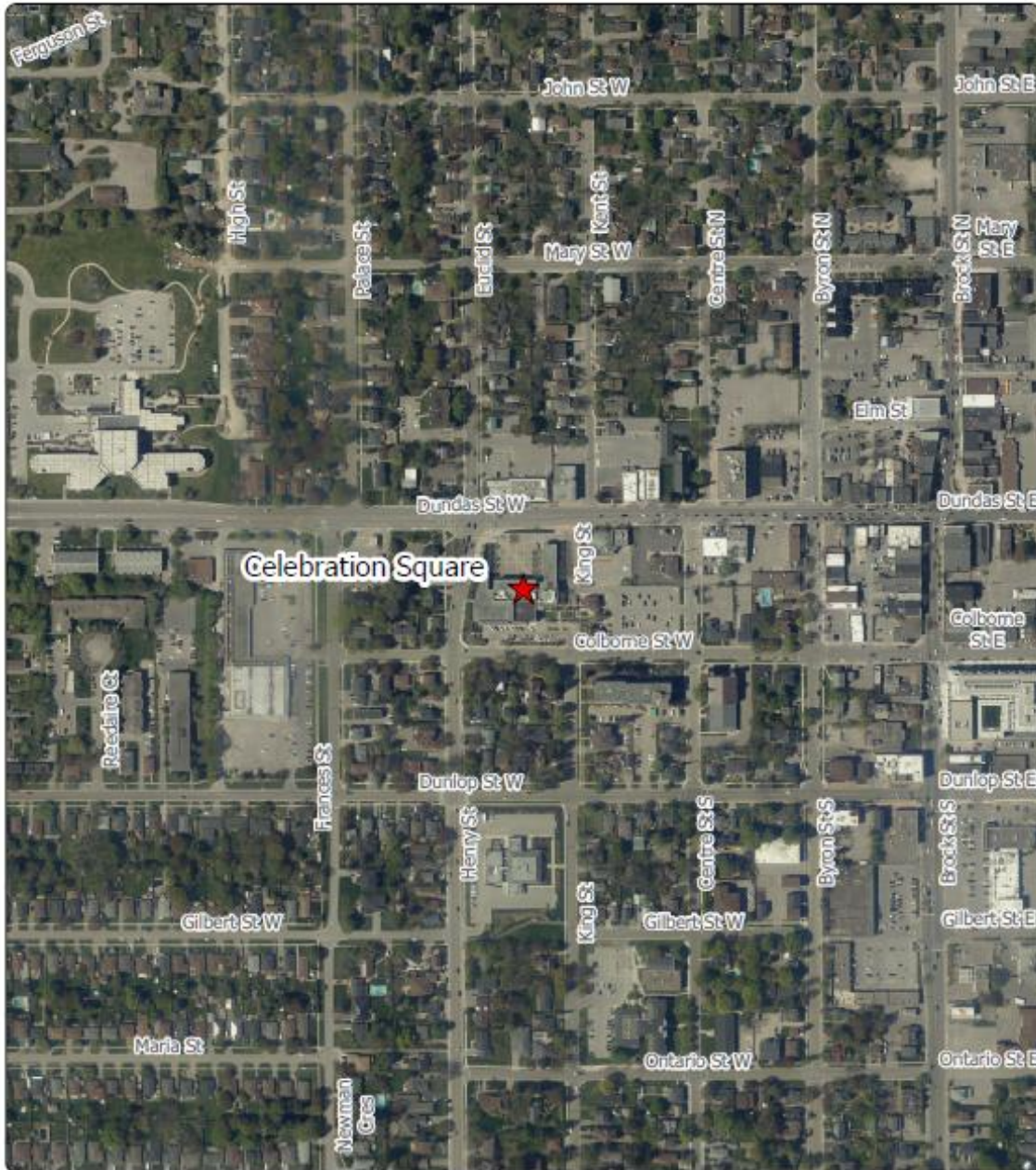
THE CORPORATION OF THE TOWN OF WHITBY



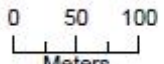

Matthew Gaskell, Chief Administrative Officer

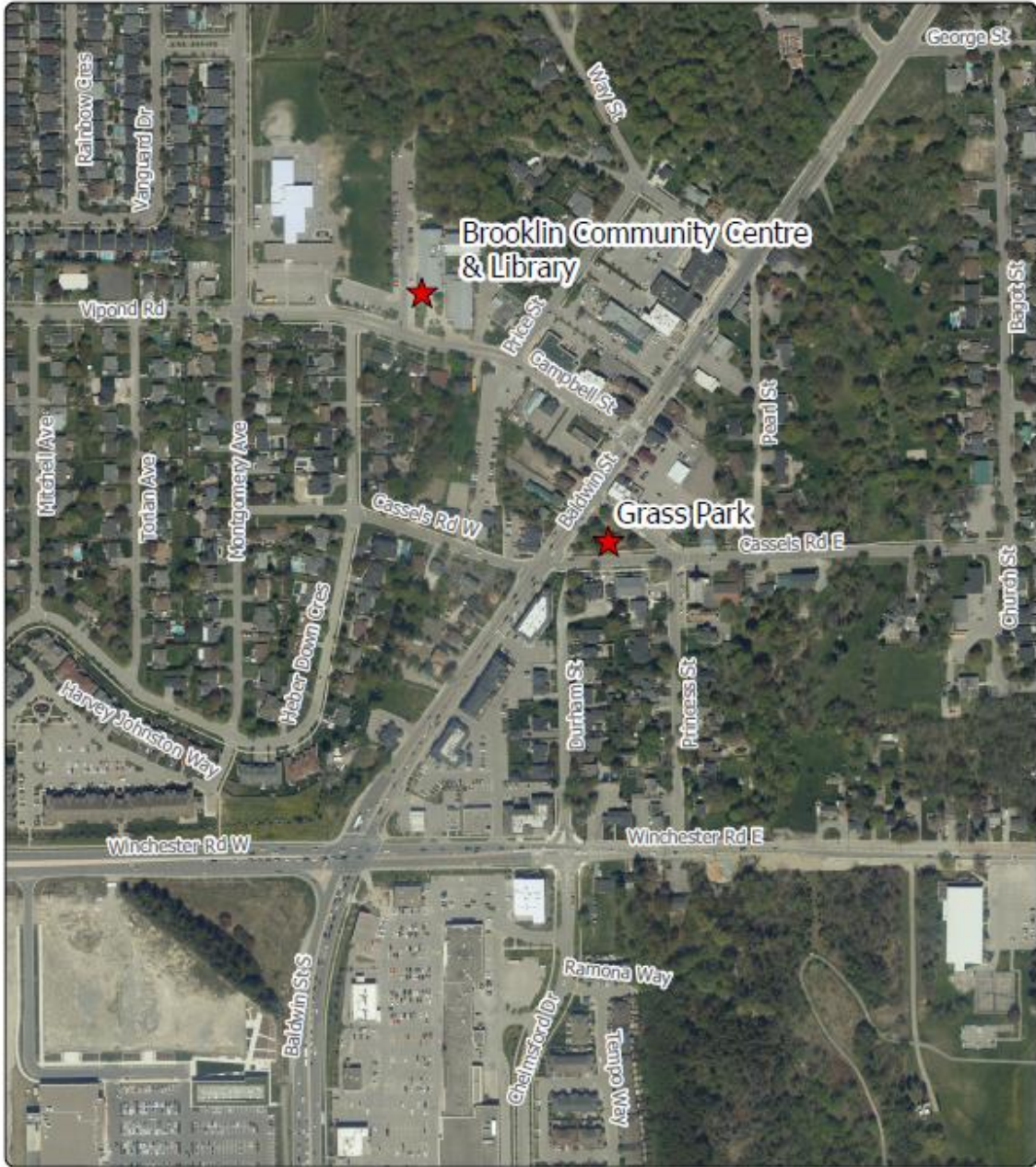
Fuwing Wong, Commissioner of Financial
Services/Treasurer

We have the authority to bind the corporation.

SCHEDULE "A" – PERFORMANCE ZONES




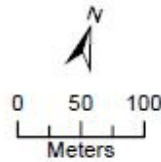
<h2>Downtown Whitby</h2> <h3>Legend</h3> <p> Community Engaged Performance Zones</p>	  <p>Meters</p>	<p>Date: March 2024 600 2883 2754 Zone 174</p> <p>Digital cartography by The Corporation of The Town of Whitby, Planning Department. Copyright 2020 Town of Whitby. All rights reserved. May not be reproduced without permission.</p> <p>575 Standard Road East, Whitby Ontario, Canada, L1R 2W9 Phone: 905-870-1100 www.whitby.ca</p> <p>Source: Data from 2023 Orthophotography provided by © Phil Tasse Solutions Inc. Source: © Natural Resources Canada, and its suppliers. All rights reserved. Not a Plan or Survey.</p> <p>The Town of Whitby assumes no responsibility for any errors, and is not liable for any damages of any kind resulting from the use of, or reliance on, the information contained in this document. The Town of Whitby does not warrant any representations or statements, express or implied, concerning the accuracy, quality, timeliness or reliability of the use of the information contained in this document.</p> 
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Downtown Brooklin

Legend

 Community Engaged Performance Zones



Date: March 2024
 W02 1980 LTW Data LTM

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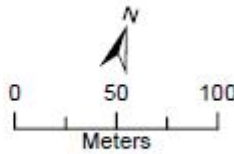
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Port Whitby

Legend

 Community Engaged Performance Zones



Date: March 2020
 SLD: 1902-179-006-176

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175 Sandport Road East, Whitby, Ontario, Canada, L1N 2W8
 Phone: 905-464-4200
 www.townofwhitby.ca

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SCHEDULE "B" - CERTIFICATE OF INSURANCE



Certificate of Insurance

**Proof of liability insurance will be accepted on this form only (no amendments)
This form must be completed and signed by your insurer or insurance broker
Insurance company must be licensed to operate in Canada**

This is to certify that the Named Insured, hereon is insured as described below

Named Insured	Address of the Named Insured
Operations of the insured for which this certificate is issued:	

Automobile Liability Insurance (minimum limit to be evidenced - \$2,000,000 unless otherwise required)

Insuring Company	Policy Numbers	Amount of Coverage	Effective Date DD/M/YR	Expiry Date DD/M/YR
	Primary		<input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/>	<input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/>
	Excess		<input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/>	<input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/>

The above policy(ies) must cover all vehicles owned in whole or in part and licensed in the name of the insured including all vehicles leased on a long term basis for which the insured is required by contract to provide bodily injury and property damage insurance.

Commercial General Liability Insurance (minimum limit to be evidenced - \$2,000,000 unless otherwise required)

Insuring Company	Policy Numbers	Amount of Coverage	Effective Date DD/M/YR	Expiry Date DD/M/YR
	CGL	Per Claim/Annual Aggregate	<input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/>	<input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/>
	Excess Liability (if applicable)	Deductible, if any Per Claim/Annual Aggregate	<input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/>	<input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/>
Provisions of Amendments or Endorsements of Listed Policy(ies)				

Professional Liability – Claims Made Basis - Yes No

Insuring Company	Policy Numbers	Amount of Coverage	Effective Date DD/M/YR	Expiry Date DD/M/YR
	Professional Liability	Per Claim/Annual Aggregate	<input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/>	<input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/>
	Excess Professional Liability (if applicable)	Per Claim/Annual Aggregate	<input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/>	<input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/>

- Is the limit inclusive of indemnity and claims expenses – Yes No
- If the policy is on a claims made basis have there been any claims notices given for this policy term Yes No

Commercial General Liability Insurance is written on an occurrence basis and is extended to include Premises Liability, Products/Completed Operations, Cross Liability and Severability of Interests Clause, Personal Injury Liability, Contractual Liability, Property Damage, Non-Owned Automobile Liability, Owner's and Contractor's Protective Coverage, and Contingent Employers Liability.

With respect to the Commercial General Liability Insurance excluding non owned auto coverage, The Corporation of the Town of Whitby, is added as Additional Insured but only with respect to liability arising out of the operations of the Named Insured.

Other Additional Insureds as per contractual conditions are as follows: (Note if Applicable)
--

The policy(ies) identified above shall apply as primary insurance and not excess to any other insurance available to The Corporation of the Town of Whitby.

These policies shall not be cancelled or changed so as to reduce the coverage as outlined on this certificate without thirty (30) days, prior written notice by registered mail by the Insurer(s) to the Corporation of the Town of Whitby, Corporate Services Department, Purchasing Section, 575 Rossland Road East, Whitby, Ontario L1N 2M8.

I certify that the insurance is in effect as stated in this certificate and that I have authorization to issue this certificate for and on behalf of the insurer(s).

Date: DD/M/YR <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/>	Broker/Insurer's Name, Address, Telephone, Fax and E-Mail: 	Signature and Stamp of Certifying Official:
		Print Name

Revision Date: October 10, 2019