

2025 MEMORANDUM OF UNDERSTANDING
BETWEEN
DOWNTOWN TILLSONBURG BUSINESS IMPROVEMENT
AREA
&
TILLSONBURG TURTLEFEST

1.0 STATEMENT OF INTENT:

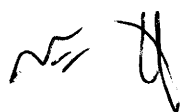
The Tillsonburg TurtleFest Organizing Committee (TOC) and the Downtown Business Improvement Area (BIA) enter this Memorandum of Understanding to create a partnership that supports the financial health and effective operation of the annual TurtleFest event, while also providing ongoing organizational support throughout the year.

The Memorandum of Understanding (MOU) is the result of an agreement in principle reached between the TOC and BIA, as ratified during the TOC board meeting held on November 5th, 2024.

2.0 GUIDING PRINCIPLES:

The following guiding principles will direct the deliberations of the TOC and DTBIA in achieving that goal.

- 2.1 The BIA will assist the TOC with all matters relating to the festival:
 - 2.1.1 Preparation of grants and other external funding
 - 2.1.2 Budgeting and financial oversight
 - 2.1.3 Reporting as required by any grant agreement
 - 2.1.4 Assist with materials required for presentation to Town Council.
- 2.2 Provide leadership to the TOC throughout each calendar year, subject annual renewal of the agreement.
- 2.3 Initiate improvement projects that will enhance the TurtleFest event.
- 2.4 Provide financial recommendations and technical resource assistance.
- 2.5 Encourage and support the TOC committee with governance practices including proper agendas, minutes and other record keeping.
- 2.6 To promote and raise the profile of the TurtleFest event.
- 2.7 Develop plans for continuous improvement of the festival.
- 2.8 Coordinate annual operating and capital plans between the parties, where feasible and practical.
- 2.9 Develop communication protocols and procedures to enhance the effectiveness of the festival.



- 2.10 Provide for the annual review of each year's event to include a comprehensive annual summary which may be used for the annual report to the Council of the Town of Tillsonburg.

3.0 MANDATES:

DTBIA:

- The BIA aims to promote the Town's core as the key business and shopping area, and enhance municipally owned lands, buildings, and structures beyond that which is provided by the municipality in general.
- The BIA activates public spaces in the downtown zone through cultural events, pop-ups, mall events, and to partner with annual community, (public), events that are held within the boundaries of the BIA zone.
- The BIA implements a public realm and beautifications improvement plan that gives the downtown core area "a sense of place". This includes a comprehensive on-street floral deployment program in spring/summer period.
- Deployment of a street furniture, banners, pots, bicycle racks and other capital items.

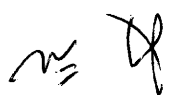
TURTLEFEST ORGANIZING COMMITTEE:

- Operate the town's signature annual event in alignment with the mission and values of the TurtleFest Organizing Committee (TOC), ensuring the festival's long-term sustainability.
- Promote the festival as the premier annual event representing the Town of Tillsonburg.
- Recruitment of volunteers to ensure a robust committee structure.
- Research and analysis of festivals to gain knowledge and benchmark the TOC vs. other community festivals.

4.0 CONDITIONS PRECEDENT:

The parties agree to the following conditions:

- 4.1 The TOC will continue to raise all funds through sponsorships and other revenue generating ideas.
- 4.2 TOC will hold harmless the BIA from any financial losses of the festival however caused.
- 4.3 The DTBIA will provide the general liability insurance of \$5,000,000 as required by the Town of Tillsonburg.
- 4.4 The TOC will procure and provide "event cancellation insurance" to cover the expense(s) incurred if the event cannot be held for specified reasons including inclement weather.
- 4.5 The DTBIA will provide year-round organizational supports in aid of the festival.
- 4.6 The DTBIA will invoice the TOC with reasonable incurred costs associated with the production of the event including the following:
 - 4.6.1 Hourly staff costs incurred for set-up, take-down, cleanliness, maintenance and general operations.



- 4.6.2 FTE costs associated with grant-writing, graphic design, and other specific areas directly associated with the planning and production of the festival.
- 4.6.3 Costs associated with fuel for the BIA truck, generators, etc.
- 4.6.4 In-house office costs associated with ink cartridges, paper, poster paper, and other office supplies including use of the large-format printer.
- 4.6.5 Other reasonable, incurred expenses directly related to the planning and production of the festival (software, WIX subscription, etc.)

Note: There will be no charge for the use of the BIA office space.

- 4.7 The DTBIA assumes no liability for any legal, financial or other judgements relating to the operation of the festival.
- 4.8 Records for the TOC will be kept confidential and stored according to best practices as established from time to time.
- 4.9 Any dispute arising between the parties shall be subject to resolution between the parties and said parties agree to work in good faith with one another.
- 4.10 The parties will agree to update the asset list at the annual review and when new assets are purchased for the festival.
- 4.11 The parties agree to provide updates to the community, Town Council, and to various government agencies as required from time to time.

5.0 AMENDMENTS:

Amendments to the agreement will require the mutual consent of the parties but will otherwise be considered at the annual review meeting held each September.

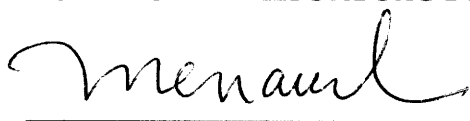
6.0 TERMS OF THE AGREEMENT:

- 6.1 The agreement will be reviewed annually and will be in effect from the commencement date as established from time to time. The current term commenced January 1st, 2025.
- 6.2 The annual review will take place at a time and place convenient to the parties after the end of the TOC fiscal year.
- 6.3 There is no conferred term beyond the specified dates as described immediately above.

Note: The MOU was passed/adopted at the TOC meeting of April 15th, 2025.



DOWNTOWN TILLSONBURG BUSINESS IMPROVEMENT AREA (DTBIA)

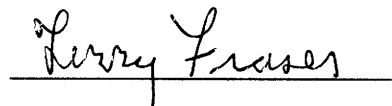


Signed at Tillsonburg, ON

Executive Director

April 15th, 2025

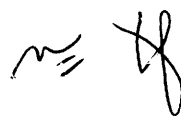
TURTLEFEST ORGANIZING COMMITTEE



Signed at Tillsonburg, ON

Co-ordinator, TOC

April 15th, 2025



APPENDIX A: TURTLEFEST ASSETS (updated as at the end of the 2025 event)

1.0 PORTABLE ITEMS:

- 1.1 Yellow 6' panel fencing - 12 each
- 1.2 Yellow heavy duty support brackets for above - 24 each
- 1.3 Black metal frame portable A-frame signs - 17 each
- 1.4 Black metal sign stands - podium style - 12 each
- 1.5 Black metal sign stands - poster holder style - 12 each
- 1.6 Banners - various
- 1.7 Portable signs - old style - various

2.0 IT ASSETS:

- 2.1 Motorola 5G cell phone - 1 each (purchased January 2025)
- 2.2 HP laptop computer - 1 each (donated February 2024)

3.0 MISCELLANEOUS:

- 3.1 Mascot outfit (old style)
- 3.2 Mascot outfit (new style)
- 3.3 Storage bin containing prior year items - 7 bins

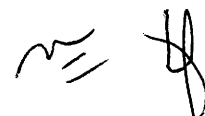
4.0 OTHER:

- 4.1 Large metal turtle-themed sign - 1 each
- 4.2 Various wooden sign brackets - 8 each
- 4.3 Orange netting - (warning style) - various
- 4.4 Historical documents - various including binders
- 4.5 Cash-box - 2 each
- 4.6 Plexiglass holders - various

5.0 MERCHANDISE

- 5.1 Current year t-shirts - none left in stock.
- 5.2 Previous year logo t-shirts - not useable, discarded.

Note: The asset list to be updated throughout the fiscal year upon addition or disposal of assets, equipment or miscellaneous items.



APPENDIX B: COST OF SERVICES - OPERATING - 2025 FISCAL YEAR

TOC

1.0 FEES PAID TO DTBIA

TBD

All itemized costs as per the agreement including:

- Labour costs
- Operational costs - i.e. truck gas, generator gas, etc.
- Office costs including use of the printers:
 - o Paper
 - o Printer cartridges
 - o Miscellaneous office supplies

2.0 ANCILLARY AND INCREMENTAL COSTS:

TBD

Specific items purchased in the normal course for the planning and operations of the festival paid by the BIA and to be re-imbursed by TOC including:

- Contracts for goods and services
- IT subscriptions where needed
- Other costs as required in production of the event.

TOTAL 2025 MOU FUNDING BETWEEN THE PARTIES:

TBD

*****END OF DOCUMENT*****

