## **MEMORANDUM OF AGREEMENT**

Between

## STUDENTS' SOCIETY OF MCGILL UNIVERSITY

(HEREAFTER REFERRED TO AS THE "SOCIETY" OR THE "SSMU")

and

## STUDENT HOUSING AND HOSPITALITY SERVICES

(HEREAFTER REFERRED TO AS THE "MARKET" OR THE "SHHS")

# Memorandum of Agreement

#### By and Between:

The Students' Society of McGill University Inc., a corporation duly incorporated under the laws of the Province of Quebec.

Students' Society of McGill University 3600 McTavish Street, Suite 1200, Montreal, Quebec, H3A 0G3

(Hereinafter referred to as as the "SSMU")

#### AND:

Student Housing and Hospitality Services

(Hereinafter referred to as as the "Market," or the "McGill Farmers' Market")

### 1. Responsibilities of the SSMU

In order to support the activities of the Market the SSMU shall;

- a. The SSMU shall prepare a payment from the SSMU's Environment Fund by either cheque or direct deposit each year in accordance with the amount and date established in Appendix A.
  - Each payment shall be made to the McGill Farmers' Market or deposited into the McGill Farmers' Market account.
  - ii. If the payment is made through a cheque it shall be available to be received by either pick-up at the SSMU's office on 3600 rue McTavish or by delivery to an address within Canada, as chosen by the Market,
    - 1. In the event of circumstances that prevent visitors from entering the SSMU office, the cheque shall be delivered by mail.
- b. The SSMU shall make available the University Centre Ballroom to the Market free of charge for the purpose of the annual winter market if given at least 2 months prior notice.
  - i. The SSMU shall make available to the Market the necessary equipment for the execution of the winter market, such as tables and chairs, free of charge.
  - ii. The Society shall not be obliged to provide the Ballroom for more than three consecutive days per season.

c. The SSMU shall make available its promotional resources, including but not limited to its listserv, social media accounts, and pin boards to the Market for the promotion of the winter market.

#### 2. Responsibilities of the Market

In order to promote the well-being of the members of the SSMU, The Market shall;

- a. The Market shall organize an annual winter market to take place between November and February in the University Centre Ballroom in accordance with government safety guidelines.
  - i. In the event of extraordinary circumstances which prevents the Market from accessing the University Centre or where the winter market poses a significant health risk to students or staff of the Society or Market, the above clause shall not apply.
  - ii. The Market shall make the SSMU's involvement in the winter market explicit in its advertising of the winter market and during the event itself.

#### 3. Default

In the event that a party fails to fulfill its responsibilities stated in this **MEMORANDUM OF AGREEMENT**, the other party shall provide written notification of default. If the default is not remedied to the satisfaction of the aggrieved party within a period of fourteen(14) days following notification ("Remedy Period"), this **MEMORANDUM OF AGREEMENT** shall terminate upon the expiry of the Remedy Period.

#### 4. Training and review

The SSMU and the Market shall endeavour to meet with the current and incoming Executives of the Society and Coordinator of the Market in May of each respective year. During this meeting, the current and incoming Executives will review the terms and conditions of this MEMORANDUM OF AGREEMENT, the SSMU governing documents, the corporate obligations and any other contract or agreement that affects both parties.

#### 5. Renewal

The term of this agreement shall be for three (3) years, ending May 01, 2028. The parties agree to begin renewal discussion at the latest in the preceding January and agree to discuss this renewal in good faith. The parties acknowledge that the Market's financial needs are presumed to remain the same and therefore budget justifications will not be required for renewal. This agreement may be renegotiated at any point should either party request such a renegotiation by written notice. Should either party make such a written request, negotiations must be initiated within thirty (30) days of receipt of this notice.

#### 6. Communication

The President of the SSMU and the Finance Coordinator, respectively, shall be chiefly responsible for the administration and interpretation of this agreement. Failing them, the SSMU Vice President (Finance) and the Market Co-coordinator shall hold the aforementioned responsibilities. Official notification shall be sent via email notification at:

#### McGill Farmers' Market:

McGill Farmers' Market, Attn: Finance Coordinator mcgillfarmersmarket@gmail.com

#### SSMU:

Students Society of McGill University Attn: President and General Manager 3600 McTavish Street, Suite 1200, Montreal, Quebec H3A 0G3

Written notice may be delivered by email or physical mail. A notice shall be deemed to have been received one (1) working day after it is sent and confirmed. The address for the giving of notice may be changed by either party in writing effective immediately upon receipt.

## 7. Termination

The present agreement shall terminate fourteen (14) days following receipt of the notice by either party. The address for the giving of notice may be changed by either party in writing effective immediately upon receipt.

#### 8. Language

The parties acknowledge and agree that the above agreement be drawn up in the English language.

Les parties reconnaissent et confirment par les présentes qu'elles ont exigé que la convention présente soit rédigée en langue anglaise.

#### 9. Signature

In witness whereof, the SSMU and the have duly signed and executed the present agreement in the City of Montreal. Province of Quebec, this the \_\_\_\_\_ day of \_\_\_\_\_ 2025.

SSMU
Dymetri Taylor President
Pauline Jolicoeur Vice-President (Finance)
Maya Marcus-Sells General Manager
 Lola Milder McGill Farmers' Market Finance Coordinator
Jonah Dimant McGill Farmers' Market Market Coordinator

## Appendix A. Payment Schedule

Year	Amount Disbursed	Payable by
2025	\$6,000	1st week of May
2026	<mark>\$6,000</mark>	1st week of May
2027	\$6,000	1st week of May