

**CAMROSE ARTS COUNCIL ARTS AND CULTURE
GRANT AGREEMENT**

This **Grant Agreement** is effective the day of _____ day of _____, 202__.

BETWEEN:

CITY OF CAMROSE
(the "Grantor")

OF THE FIRST PART,

- and -

NAME
(the "Recipient")

OF THE SECOND PART.

The Recipient has submitted a Camrose Arts Council Arts and Culture Grant Funding and Eligibility Application for funding to the City of Camrose.

The Grantor is willing to enter into a grant agreement and is authorized to do so in accordance with the Camrose Arts Council Arts and Culture Grant Funding and Eligibility Application.

The Grantor and the Recipient therefore agree as follows:

| | |
|-----------------------------------|--|
| Name of Project: | Project Name |
| Grant Number | (YYYY/MM/DD - #) |
| Granted Amount: | \$AMOUNT |
| Activity Date | DATE |
| Date Approved by Administration: | DATE |
| To be disbursed to the Recipient: | Upon receipt of signed grant agreement |

1.1 PURPOSE OF GRANT

1.1. The purpose of this Agreement is to enable the Recipient to carry out the Project and use the grant solely for paying for eligible expenditures as described in the Camrose Arts Council Arts and Culture Grant Funding Eligibility and Application.

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| Grantor | Grantor | Recipient |
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- 1.2. The Recipient shall not make any substantial changes to the Project as described in the Camrose Arts Council Arts and Culture Grant Funding and Eligibility Application without prior written approval from the City of Camrose.
- 1.3. The Recipient is responsible for securing all appropriate permits required as part of execution of the Project described in the Camrose Arts Council Arts and Culture Grant Funding and Eligibility Application.

2. TERM

- 2.1. This Agreement will take effect on the date of signing by the Grantor and will cease, subject to its termination at a prior date, after the expiration of the Project indicated in the Camrose Arts Council Arts and Culture Grant Funding and Eligibility Application unless otherwise approved in writing by the Grantor.
- 2.2. This Agreement covers the activities for funding, for the period starting on **DATE** and ending on **DATE** unless otherwise approved in writing by the Camrose Arts Council.
- 2.3. The completion date for the Project receiving the grant must be within one calendar year of the date of this Agreement.

3. PAYMENTS

- 3.1. The grant payment(s) will be made in accordance with the date and amount noted above in this Agreement and are of public record.

4. ACKNOWLEDGEMENT

- 4.1. The Recipient must publicly acknowledge the financial support received from the Camrose Arts Council in all communications or on printed or digital materials, and social media platforms. The acknowledgement requirement takes effect on the date the recipient receives the grant agreement.
- 4.2. The City of Camrose logo must be used in a prominent location on all print and digital materials. An electronic copy of the official watermark can be obtained by contacting Sara Walkey from the City of Camrose at swalkey@camrose.ca

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| Grantor | Grantor | Recipient |
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5. LIABILITY

5.1. The City of Camrose, their employees and agents shall not be held liable for any injury, including death to any person, or for any loss or damage to property of the Recipient or for any obligation of the Recipient or anyone else, incurred or suffered by the Recipient or its employees, agents or voluntary workers in carrying out the Project, including where the Recipient has entered into loans, capital leases or other long term obligations in relation to this Agreement.

5.2. Where the Recipient is an unincorporated organization, it is agreed by the representatives of the Recipient signing this Agreement on behalf of the Recipient, that they shall be personally, jointly and severally liable for all obligations, covenants, promises, liabilities and expenses assumed by the Recipient under this Agreement.

6. INDEMNIFICATION

6.1. The Recipient shall indemnify and save harmless the City of Camrose and their employees and agents from and against all claims, losses, damages, costs, expenses, including reasonable solicitor/client fees, administrative fees and disbursements and all claims, demands, actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner based upon, occasioned by or attributable to any injury to or death of a person or environmental effect or damage to or loss of property arising directly or indirectly and whether by reason of anything done as a result of any willful or negligent act or delay on the part of the Recipient or its employees, agents or voluntary workers in carrying out the Project, . Exception to this would be if that the City of Camrose shall not claim indemnification under this section to the extent that the injury, loss or damage has been caused by the City of Camrose or their employees or agents.

7. PARTNERSHIP

7.1. The parties acknowledge that this Agreement does not constitute an association for the purpose of establishing a partnership or joint venture and does not create an agency relationship between the City of Camrose and the Recipient, and that it in no way implies any agreement or undertaking to conclude any subsequent agreement.

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| Grantor | Grantor | Recipient |
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8. NOTICES

- 8.1. Any notices to be given and all reports, information, correspondence and other documents to be provided by either party under this Agreement shall be given by personal delivery, mail, courier service, or email at the postal address, fax number or email address as the case may be, at the addresses and numbers indicated in the attached Camrose Arts Council Arts and Culture Grant Funding and Eligibility Application.
- 8.2. If there is any change to the postal address or email address or contact person of a party, the party concerned shall notify the other in writing of the change, as soon as possible.

9. ASSIGNMENT AND SUBCONTRACTORS

- 9.1 The Recipient shall not assign this Agreement or any part thereof or any payments to be made there under without the written permission of the Grantor, but nothing shall preclude the Recipient from enlisting the assistance of others in carrying out the obligations under this Agreement.

10. INTELLECTUAL PROPERTY

- 10.1. Any intellectual property developed as a result of the Project shall belong to the Recipient.

11. AMENDMENTS

- 11.1. This Agreement may be amended by the mutual written consent of the parties hereto. To be valid, any amendment to this Agreement shall be in writing and shall be signed by the parties hereto or by their duly authorized representatives, while this Agreement is in effect.

12. SUCCESSORS AND ASSIGNS

- 12.1. This Agreement is binding upon the parties and the successors and assigns of the Recipient.

13. FINAL ACCOUNT REPORT, RESULTS AND EXCESS FUNDS

- 13.1. The Recipient must submit a Final Account Report to the Grantor within sixty (60) days of the completion of the project. New applications for funding will be denied if final reporting is outstanding.

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| Grantor | Grantor | Recipient |
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13.2. Any unused funds are required to be paid back to the Grantor within thirty (30) days of the Recipient determining that the funds will not be necessary and no later than thirty (30) days after the Final Account Report was submitted to the Grantor.

IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date shown above.

SIGNED SEALED AND DELIVERED:

CITY OF CAMROSE
the "Grantor"

Per:

SIGNED
in the presence of

Witness

Chairman, Camrose Arts Council Board
(Print)

Chairman Camrose Arts Council Board
(Signature)

NAME
the "Recipient"

Per:

SIGNED
in the presence of

Witness

Duly Authorized Representative

Title: _____
(Print)

Duly Authorized Representative
(Signature)

| | | |
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| Grantor | Grantor | Recipient |
| | | |

Per:

SIGNED
in the presence of

Witness

Duly Authorized Representative

Title: _____
(Print)

Duly Authorized Representative's Name
(Signature)

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| Grantor | Grantor | Recipient |
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