

COMMUNITY GRANT AGREEMENT

This **Agreement** is effective the _____ day of _____ 20__.

BETWEEN:

CITY OF CAMROSE

a municipal corporation under the Municipal Government Act
R.S.A. 2000 Chapter M-26, as amended.

5402 – 50 Avenue
Camrose, AB T4V 0S8
(the “Grantor”)

OF THE FIRST PART,

- and –

RECIPIENT’S NAME

RECIPIENT’S ADDRESS

(the “Recipient”)

OF THE SECOND PART.

The Recipient has submitted a Discretionary Community Grant 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 Community Grants Council Policy.

The Grantor and the Recipient therefore agree as follows:

| | |
|---|--|
| Name of Project, Program, Event or Special Initiative: | |
| Granted Amount: | |
| Discretionary Grants Review Committee Approval Date: | |
| Discretionary Grants Review Committee Motion: | |
| Allocated funds are to be disbursed upon recipient of the signed agreement. | |

1. PURPOSE OF GRANT

- 1.1. The purpose of this Agreement is to enable the Recipient to carry out the Project, Program, Event or Special Initiative described in Section C of the attached Community Grants Application for Funding. The Recipient must use the grant solely for paying for eligible expenditures as described in Section C of the Community Grants Application for Funding.
- 1.2. The Recipient shall not make any substantial changes to the Project, Program, Event or Special Initiative as described in Section C of the Community Grants Application for Funding without prior written approval from the City of Camrose.

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, Program, Event or Special Initiative indicated in Section 2.2.
- 2.2. This Agreement covers the activities for funding for the period starting on _____, and ending on _____, unless otherwise approved in writing by the Grantor.
- 2.3. All obligations of the Recipient shall, expressly or by their nature, survive termination or expiry of this Agreement and shall continue in full force subsequent to and notwithstanding any termination or expiry until and unless they are satisfied or by their nature expire.
- 2.4. The completion date for the Project, Program, Event or Special Initiative receiving the grant must be within eighteen months 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.

4. ACKNOWLEDGEMENT

- 4.1. The Recipient must publicly acknowledge the financial support received from the Grantor, in all communication materials and promotional activities related to this Agreement, such as advertising, promotional and programming materials, public announcements, speeches, website, social media, etc. The acknowledgement requirement takes effect on the date this Agreement is signed.

4.1.1 Print Materials (including electronic)

- 4.1.1.1. The City of Camrose logo must be used in a prominent location on all print materials and be sized appropriately with equal durations and prominence of any other sponsor or funding provider. This would include advertising, posters, banners, social media, and any

other printed materials. The official watermark can be downloaded from the City of Camrose Website.

4.1.2. Websites

4.1.2.1. The City of Camrose logo must be displayed on all websites related to the funding activities.

4.1.3. Public Announcements

4.1.3.1. If there are to be any verbal public acknowledgments, the Grantor shall be recognized with equal durations and prominence of any other sponsor or funding provider.

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, Program, Event or Special Initiative, 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 hold harmless the City of Camrose, its directors, officers, agents and employees, against and from any actions, claims, demands, proceedings, loss, liability, damages or costs (including legal costs on a solicitor and own client basis) which are directly or indirectly caused by the Recipient's acts, breach of contract or negligence. The City shall not be liable or responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Recipient, their employees, sub-contractors, or agents in the performance of this Agreement. Nothing in this Agreement shall obligate the Recipient to indemnify the City for any loss, liability or damages caused by breach of contract or negligence by the City, its directors, officers, agents, or employees.

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 Grantor and the Recipient, and that it in no way implies any agreement or undertaking to conclude any subsequent agreement.

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 Section A and F the Community Grants Application for Funding hereto attached as Schedule "A".
- 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, Program, Event or Special Initiative 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 REPORT, RESULTS AND EXCESS FUNDS

- 13.1. The Recipient must submit a Final Report to the Grantor by June 30th of the year after the final grant amount was disbursed to the Recipient. The final report will be in accordance with the results generated by the Community Grants Accountability Statement.

13.2. Any unused funds are required to be paid back to the Grantor within thirty days of the Recipient determining that the funds will not be necessary and no later than June 30th of the year after the final grant amount was disbursed to the Recipient.

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

CITY OF CAMROSE (the “Grantor”)

Travis Bouck, General Manager, Financial Services

Date Signed

Malcolm Boyd, City Manager

Date Signed

RECIPIENTS NAME (the “Recipient”)

Name, Title

Date Signed:

Name, Title

Date Signed:

Schedule “A”
Community Grants Application