



DECLARATION FOR SOLE PROPRIETORS: Economic Recovery Grant

Please email this declaration to businessinfo@edmonton.ca after you have submitted your application. If your business is a Sole Proprietorship (an unincorporated business that is owned by one individual) that owns and operates a Local Business (as defined in the Procedures), please print, sign, scan, and submit this Declaration at the same time as you submit your Application. Applications are accepted on Mondays. Please see edmonton.ca/businessgrants for more information.

In the matter of the City Stream Grant Application dated _____, 20__, submitted in respect of the City of Edmonton’s Economic Recovery Grant Program - City Stream (the “**Application**”).

I, _____ (name), hereby declare:

1. I am the owner and sole proprietor of the business operating as _____ (the “**Applicant**”) [insert the registered trade name or operating name of business].
2. I confirm that all information contained in the Application is true and complete to the best of my knowledge. Further, I understand that any misrepresentation contained in the Application may result in the Application and the Applicant being disqualified for consideration of funding through the Economic Recovery Grant Program (the “**Program**”).
3. I understand that submitting the Application does not guarantee or entitle the Applicant to any award of grant funding from the City of Edmonton. I also understand that if any funding is awarded to the Applicant, it may be in an amount that is less than requested in the Application.
4. I understand that all decisions regarding the Application are final and cannot be appealed.
5. I understand that if funding is awarded, the funds must be used in accordance with the Application.
6. I understand that if funding is awarded, the Applicant must provide to the Program Team (as defined in the Procedures) all necessary documentation (including but not limited to receipts and invoices) to show that the awarded funds were spent in accordance with the Application and that the Applicant financially matched all of the funds awarded to it within 90 days of the Applicant receiving the funds. I also understand that if this documentation is not provided to the Program Team within this timeline, the City of Edmonton is entitled to seek any and all remedies that may be available to the City of Edmonton at law, or in equity, or otherwise, all of which are intended to be cumulative and not alternative.
7. I confirm that I have reviewed the Procedures for the Program (the “**Procedures**”), which are located on the website for the Program, and the City Stream Grant Application Form (the “**Form**”) carefully, including all information links embedded therein, and understand the requirements set out therein.

8. I UNDERSTAND THAT THE PROCEDURES AND FORM CONTAIN VERY IMPORTANT INFORMATION ABOUT THE APPLICANT’S RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO THE APPLICANT.

9. I confirm that I have carefully read and that I agree with the indemnification and insurance requirements as outlined in Appendix 1 of this Declaration and I will provide a Certificate of Insurance to the City of Edmonton within 5 days of being requested to do so.

10. I confirm that I have carefully read and that I agree with the City of Edmonton’s right to audit as outlined in Appendix 2 of this Declaration. I also understand that the City of Edmonton will be performing random audits on organizations and businesses that have received funding under the Program and that if the Applicant receives this type of funding, I agree to fully participate and comply with any and all requests from the City of Edmonton, including but not limited to documentation requests, to verify the details of the Application and to verify the Applicant’s compliance with the Program and the Procedures.

11. I understand that if the Applicant receives an Edmonton Economic Recovery Grant (as defined in the Procedures), a representative from the City of Edmonton may contact me to gather information about the experience with and the effectiveness of the Program, suggestions for improvement, and overall opinions of the success of the Program. If this occurs, I agree to provide such information to the best of my ability.

12. I acknowledge and agree that the Applicant will not have any claim against the City of Edmonton or any of its employees, advisors, or representatives for anything resulting from the exercise of any or all of the rights set out in the Procedures. Without limiting the generality of the foregoing, I acknowledge and agree that in no event will the City of Edmonton, or any of its employees, agents, advisors, or representatives be liable, under any circumstances, for any claim, or to reimburse or compensate the Applicant in any manner whatsoever, including, without limitation, for the costs of preparing and/or submitting the Application, awarding financial support, failing to award financial support, refusing an application, loss of anticipated profits, loss of opportunity, or any other matter.

13. I understand that any misrepresentation contained in the Application may result in the disqualification of the Applicant and/or any entity associated with the Applicant from consideration for future City of Edmonton funding opportunities.

14. I confirm that the Applicant is not involved in any active or pending litigation against the City of Edmonton.

Name: _____

Title: _____

Date: _____

Signature

Appendix 1

INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. The Applicant shall indemnify and save harmless the City of Edmonton, and any of its employees, advisors, or representatives, from and against all claims, losses, demands, actions, payments, suits, recoveries, judgments or settlements of any kind brought against or recovered from the City of Edmonton in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of the Applicant or of anyone acting under its direction or control or on its behalf in connection with or incident to carrying out the proposed work or plans in the Application.
2. The Applicant shall acquire and maintain adequate insurance coverage, which includes (but not limited to) Commercial General Liability, Automobile Liability, Professional Liability and Property Insurance, to the nature and extent as may be appropriate depending on the nature of the Applicant's activities and services.
3. The Commercial General Liability maintained by the Applicant in accordance with this Appendix 1 shall name the City of Edmonton as an additional insured with respect to the services, programs, projects and events provided by the Applicant.
4. The City of Edmonton shall be provided with 30 days' notice of cancellation or termination of insurance.
5. At the request of the City of Edmonton, the Applicant shall provide evidence of such insurance which is satisfactory to the City of Edmonton.
6. The insurance, limits and scope of coverage requested by the City of Edmonton do not define or limit the Applicant's liability to indemnify the City of Edmonton in the event of any type of injury, damage or loss. The City of Edmonton makes no representations as to the adequacy of such insurance, limits and/or scope of coverage.
7. This Appendix 1 survives the termination or expiration of the Program.

Appendix 2

RIGHT TO AUDIT

In the event that the Applicant receives funding from the City of Edmonton pursuant to the Program, the Applicant acknowledges and agrees that:

1. The City of Edmonton may audit all financial and related records associated with the use of the awarded funding, the Applicant's matching requirements, and the terms of the Application.
2. The Applicant shall for a period of six years after receiving the awarded funding, keep and maintain records of the use of the awarded funding and the Applicant's matching requirements pursuant to the Application. This shall include proper records of quotations, contracts, correspondence, invoices, vouchers, timesheets, and other documents that support actions taken by the Applicant. All such records shall be maintained in accordance with generally accepted accounting principles.
3. The Applicant shall also at all reasonable times make records relating to the use of the awarded funding and the Applicant's matching requirements pursuant to the Application available for inspection and review by the City Auditor or any other auditor appointed by the City of Edmonton (the "**Auditor**"), and will provide at its own cost such copies or extracts requested by the Auditor.
4. The obligations of this Appendix 2 shall be explicitly included in any subcontracts or agreements formed between the Applicant and any subcontractors or suppliers of goods or services to the extent that those subcontracts or agreements relate to fulfillment of the Applicant's obligations to the City under the Program.
5. The Auditor may in the Auditor's discretion appoint experts, professionals and others, including, without limitation, quantity surveyors, accountants, engineers, scientists, lawyers, actuaries, tradesmen, appraisers or insurance personnel to provide services to the Auditor for any audit authorized by the terms of this Appendix 2, the Procedures and/or the Form.
6. If physical or potentially destructive testing of any building, structure or item is required for audit purposes, the City of Edmonton will be responsible for repairing damage or replacing items destroyed as a result of inspection and testing.
7. The costs of any audit conducted under the authority of this Appendix 2 will be borne by the City of Edmonton but if the Auditor determines that the Applicant, or any person or entity acting by, for, in the place of, or under the authority of, the Applicant has not used or applied the awarded funds in a manner permitted or reasonably contemplated by the Application and/or the Procedures or the Applicant has not complied with its matching requirements:
 - (a) The Applicant will reimburse the City of Edmonton for all costs of the audit, including costs incurred for experts, professionals or others who provided services to the Auditor during the audit, and legal costs associated with the audit on a solicitor and own client costs basis.

8. This Appendix 2 shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the City of Edmonton may have by federal, provincial or municipal law, whether those rights, powers, or obligations are express or implied.
9. This Appendix 2 survives the termination or expiration of the Program.