

DECLARATION FOR ORGANIZATIONS: WinterCity Festivals & Events Grant

Please upload and submit this declaration with your application form. If you are acting on behalf of a corporation (such as a Ltd., Corp., Inc.) that owns and operates a Local Business, please print, sign, scan, and submit this Declaration with your Application.

In the matter of the WinterCity Festivals & Events Grant Application dated _____, 20__, submitted in respect of the City of Edmonton’s WinterCity Festivals & Events Grant Program (the “**Application**”).

I, _____ (name), hereby declare:

1. I am an officer or a director of _____ the “**Organization**”
[Insert the legally registered name of the organization].
2. I am authorized by the Organization to act on its behalf with respect to the Application.
3. 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 Organization being disqualified for consideration of funding through the WinterCity Festivals & Events Grant Program (the “**Program**”).
4. I understand that submitting the Application does not guarantee or entitle the Organization to any award of grant funding from the City of Edmonton. I also understand that if any funding is awarded to the Organization, it may be in an amount that is less than requested in the Application.
5. I understand that all decisions regarding the Application are final and cannot be appealed.
6. I understand that if funding is awarded, the funds must be used in accordance with the Application and the outcomes of the WinterCity Festivals and Events Grant program.
7. I understand that I will be required to submit a final report to the City within 90 days upon completion of the event. The final report will include a summary of the event as it relates to the grant outcomes, identify how City funds were used and as an attachment include event financial statements. I also understand that if this documentation is not provided to Grant Administrator in a reasonable 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.

8. I confirm that I have reviewed the eligible expenses criteria, located on the website for the Program, and the WinterCity Festivals & Events Grant Application Form (the “**Form**”) carefully and understand the requirements set out therein.

9. I UNDERSTAND THAT THE FORM CONTAINS VERY IMPORTANT INFORMATION ABOUT MY AND THE ORGANIZATION’S RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO ME AND THE ORGANIZATION.

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 1 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 Organization receives this type of funding, the Organization and 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 my and the Organization’s compliance with the Program and the Procedures.

11. I understand that if the Organization receives a WinterCity Festivals & Events Grant, 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 neither I nor the Organization will 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 myself or the Organization 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 Organization, myself, and/or any other entity associated with the Organization or myself, from consideration for future City of Edmonton funding opportunities.

14. I confirm that the Organization and I are not involved in any active or pending litigation against the City of Edmonton.

By signing this Declaration I confirm that I have authority to bind the Organization.

Name: _____

Title: _____

Date: _____

Signature _____

Appendix 1

RIGHT TO AUDIT

In the event that the Organization receives funding from the City of Edmonton pursuant to the Program, the Organization 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 Organization's matching requirements, and the terms of the Application.
2. The Organization 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 Organization'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 Organization. All such records shall be maintained in accordance with generally accepted accounting principles.
3. The Organization shall also at all reasonable times make records relating to the use of the awarded funding 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 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.
5. The costs of any audit conducted under the authority of this Appendix 1 will be borne by the City of Edmonton but if the Auditor determines that the Organization, or any person or entity acting by, for, in the place of, or under the authority of, the Organization has not used or applied the awarded funds in a manner permitted or reasonably contemplated by the Application: (a) The Organization 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.
6. This Appendix 1 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.
7. This Appendix 1 survives the termination or expiration of the Program.