




APPENDIX A - HOME RENOVATION GRANT (HRG) APPLICATION FORM

APPLICATION FORM

				
Location of Home				
<input type="checkbox"/> Edmonton	<input type="checkbox"/> Fort Chipewyan or Fort Smith	<input type="checkbox"/> Fort McMurray	<input type="checkbox"/> High Level	<input type="checkbox"/> Other Locations

Applicant Particulars

Name: _____

Address: _____

City/Town: _____ Prov: _____ Postal Code: _____

Member Number: _____ Email: _____

Daytime Telephone: _____ Alternate Telephone: _____

Applicant Eligibility:

As set out in the Home Renovation Grant Policy, the Applicant must meet certain criteria in order to be eligible for this grant. The Applicant acknowledges and confirms the following information to be true and accurate (check Yes or No, then initial):

___ True ___ False ___ Initials	I am a registered member of the MCFN. (Provide copy of MCFN Status Card OR enter Treaty Number _____).
___ True ___ False ___ Initials	I am applying for the Home Renovation Grant for one of the approved purposes, as set out in the Home Renovation Grant (e.g., renovation for health, safety and/or efficiency). Specifically, the renovation is not just for cosmetic purposes.

MCFN/MPM ARE NOT RESPONSIBLE FOR INCOMPLETE APPLICATIONS. APPLICANTS ARE RESPONSIBLE TO REVIEW THEIR APPLICATIONS TO ENSURE ALL REQUIRED DOCUMENTATION IS SUBMITTED.



Location of the Home

You must provide proof of home ownership (see Section 5.2.1.d).

Municipal Address: _____

Legal Description: Lot: _____ Block: _____ Plan: _____

Registered owner(s) name(s) on Certificate of Title/Possession: _____

Details and Resource Plan:

Please attach supporting documents (**Contractor's detailed scope of work, quote including all materials and labour, and time frame; professional subtrade quotes**).

CONTRACTOR'S DETAILED
SCOPE OF WORK, QUOTE AND
TIME FRAME for home renovation \$ _____ (a)

PROFESSIONAL SUBTRADE
QUOTES (if applicable) \$ _____ (b)

TOTAL \$ _____ (c) = a + b

Initial 50% disbursement of above
estimate \$ _____ (d) = 50% of c

Remaining 50% disbursement of
above estimate \$ _____ (e) = 50% of c

Costs over and above Home
Renovation Grant Amount, which
are the **SOLE RESPONSIBILITY**
OF APPLICANT. \$ _____

When is the expected renovation completion date? (Must be no later than March 31st)

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Acknowledgement and Confirmation – IMPORTANT

I, as the Applicant, acknowledge, confirm, and agree as follows:

Initial _____	<p>I have received a copy of the Home Renovation Grant Policy and have carefully reviewed it. I agree to be bound by all terms and conditions of this policy.</p> <p>MCFN/MPM ARE NOT RESPONSIBLE FOR INCOMPLETE APPLICATIONS. APPLICANTS ARE RESPONSIBLE TO REVIEW THEIR APPLICATIONS TO ENSURE ALL REQUIRED DOCUMENTATION IS SUBMITTED.</p>
Initial _____	<p>I understand and agree that the Home Renovation Grant is a conditional grant, meaning the full Home Renovation Grant must be returned and repaid to MCFN if:</p> <ol style="list-style-type: none"> 1. I breach the terms of the Home Renovation Grant Policy; or 2. I misrepresented my eligibility for the Home Renovation Grant; or 3. I breach the Home Renovation Grant Agreement.

PLEASE NOTE FAILURE TO ATTACH ALL REQUIRED SUPPORTING DOCUMENTS WILL RESULT IN YOUR APPLICATION BEING CONSIDERED AS INCOMPLETE.

The undersigned Applicant, who is a Mikisew Cree First Nation member, hereby requests consideration from the MCFN for a Home Renovation Grant. By signing below, I hereby acknowledge and agree to all of the terms of the Home Renovation Grant and confirm the truth and accuracy of all the information I have set out in this Application Form and its supporting documentation.

Dated at _____ (City/Town), Province, on this ____ day of _____,
20____.

Witness signature

Applicant signature

Witness name: _____

Applicant name: _____

Mikisew Property Management – OFFICE USE ONLY, APPLICANT TO LEAVE BLANK

Date and Time Received: _____



APPENDIX B - HOME RENOVATION GRANT (HRG) AGREEMENT

This Home Renovation Grant Agreement made effective on this ____ day of _____, 20____.

BETWEEN:

MIKISEW CREE FIRST NATION
c/o Mikisew Property Management
(the "MCFN")
-and-

(the "Homeowner")

WHEREAS:

- a. The Homeowner wishes to renovate a house on the following lands:
_____(the "Lands");
- b. The Homeowner has applied for a Home Renovation Grant pursuant to the terms, requirements, and specifications of the Home Renovation Grant Policy of the MCFN;
- c. The MCFN has approved the Homeowner for the Home Renovation Grant on the basis their application;
- d. A requirement for approval and receiving the Home Renovation Grant is for the Homeowner to enter into a Home Renovation Grant Agreement with the MCFN;
- e. Pursuant to the terms of the Home Renovation Grant Policy and based upon the information contained within the Homeowner's application, the MCFN and the Homeowner agree that MCFN shall provide the Home Renovation Grant directly to the Contractor as payment of renovation costs on behalf of the Homeowner.

NOW THEREFORE in consideration of the mutual covenants contained within this Agreement, the parties hereto agree as follows:

1.0 INTERPRETATION

- 1.1 In this Agreement, the following terms and expressions shall have the following meanings:
 - a. "Agreement" means this agreement, together with all schedules attached hereto;



- b. "Building" shall mean the residential housing unit that the Home Renovation Grant must be applied to, and which is located, upon the Lands together with:
- i. any and all accessory buildings from time to time located or constructed upon the Lands;
 - ii. any and all appliances, furnaces, and other equipment or systems from time to time attached to or used for the operation of the residential housing unit and accessory buildings; and
 - iii. in the case of one or more of the structures comprising the Building being a mobile or manufactured home, the Building shall include such home described as follows:

Make: _____

Model: _____

Serial Number: _____

- c. "Home Renovation Grant" means the grant program established from time to time by the MCFN to provide financial assistance to members of the Mikisew Cree First Nation for the renovation of a home;
 - d. "Home Renovation Grant" means the funds that the MCFN grants to the Homeowner in accordance with the Home Renovation Grant Policy and this Agreement, subject to certain conditions;
 - e. "Home Renovation Grant" means the policy for the Home Renovation Grant developed and amended from time to time by the MCFN for the purposes of applying and administering the Home Renovation Grant;
 - f. "Lands" shall mean that the lands described in the preamble of this Agreement;
 - g. "Default Events" or "Default Event" means the event(s) described in Section 4.0 of this Agreement.
- 1.2 In this Agreement words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neutral genders and vice versa.

2.0 HOME RENOVATION GRANT (GENERAL)

- 2.1 The MCFN hereby grants a Home Renovation Grant in the (maximum) amount of \$25,000 CAD to the Homeowner to be used for the renovation of the Building on the Lands. The Home Renovation Grant to the Homeowner shall be in accordance with the terms and conditions set out in this Agreement and in the Home Renovation Grant Policy.
- 2.2 The eligibility and conditions for receiving a Home Renovation Grant are set out in the Home Renovation Policy, which may be amended from time to time by the MCFN. The Homeowner confirms they have received, read, and understood the Home Renovation Policy. The



Homeowner agrees to be bound by the Home Renovation Policy at all times, including any amendments thereto.

- 2.3 50% of the Home Renovation Grant shall be paid to the Contractor of the Homeowner's application being approved or at the beginning of renovation. The remaining 50% of the Home Renovation Grant will be paid at the completion of the home renovation construction, upon receipt of the Contractor's final invoice. The MCFN has no obligation to pay the Home Renovation Grant other than in accordance with this agreement.
- 2.4 The MCFN shall have the sole and absolute discretion of whether to advance the Home Renovation Grant to the Contractor. The Homeowner has no authority to direct the payment to themselves.

3.0 HOME RENOVATION GRANT

- 3.1 The Home Renovation Grant is to be used for the renovation construction of the Building and the terms of this Section 3 shall apply.
- 3.2 The Homeowner covenants and agrees with the MCFN to:
 - a. renovate the Building all in accordance with plans and specifications which have been previously approved by the MCFN; and
 - b. carry on diligently to completion the renovation construction of the Building.
- 3.3 The Homeowner is solely responsible for costs over and above the amount of the Home Renovation Grant amount.

4.0 DEFAULT EVENT

- 4.1 Repayments may result in MCFN recovering monies from any/all Per Capita Distribution payments, or other disbursements made by MCFN.
- 4.2 Subject to the Home Renovation Policy, the MCFN may demand repayment of the Home Renovation Grant:
 - a. if the Homeowner breaches any of the conditions of the Home Renovation Grant, as set out in the Home Renovation Grant Policy (see Home Renovation Grant Policy for Conditions of the Home Renovation Grant); or
 - b. if the Homeowner breaches any terms or conditions of this Agreement, the Home Renovation Grant Policy, or
 - c. if it is discovered that the Homeowner made a misrepresentation in their application for a Home Renovation Grant, including a misrepresentation of eligibility; or
 - d. if the Home Renovation Grant is to be applied to the renovation construction of the Building and the Homeowner fails to properly renovate or complete the construction of the Building, in accordance with this Agreement; or



- e. if the Homeowner instructs or directs the contractor to complete work that is outside the scope or purview of the renovation plan that was originally submitted as part of the application for the Home Renovation Grant.

(collectively, referred to as “**Default Events**” and individually referred to as “**Default Event**”).

- 4.3 Upon a demand for repayment being made, the Applicant shall repay the Home Renovation in accordance with the Home Renovation Policy.

5.0 GENERAL

- 5.1 The Homeowner and the MCFN covenant that they will execute or cause to be made, done or executed all further and lawful acts, deeds, things, devices, conveyances, and assurances whatsoever for effecting the purposes and intent of this Agreement.
- 5.2 Any notice to be given hereunder shall be in writing, addressed to the party for whom it is intended. Unless otherwise provided in this Agreement, delivery of any notice shall be considered received FIVE (5) BUSINESS DAYS after the notice is posted (if sent by mail) or is transmitted (if sent by email or facsimile). The mailing addresses of the parties shall be:

- a. As to the Homeowner:

Name: _____

Address: _____

Email: _____

- b. As to the MCFN:

Mikisew Cree Lender

c/o Mikisew Property Management

Address: _____

Email: _____

or any other mailing or facsimile addresses as the parties may from time to time notify the other.

This Agreement shall be binding on and enure to the benefit of the parties and their respective successors, legal representatives, personal representatives, and permitted assigns. In the event that this Agreement is executed by more than one individual on behalf of the Homeowner, the individuals executing this Agreement shall be jointly and severally liable for the performance of the Homeowner’s obligations under this Agreement.



Mikisew Cree First Nation
Home Renovation Grant Application and Agreement

- 5.3 Any provision of this Agreement which is or becomes prohibited or unenforceable in any jurisdiction shall not invalidate or impair the remaining provisions of this Agreement, but shall be deemed severable from the prohibited and unenforceable provision or provisions and any prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable that provision in any other jurisdiction.
- 5.4 No amendment, supplement, or waiver of any provision of this Agreement or any other agreement provided for or contemplated, nor any consent or any departure by the Homeowner, shall in any event be effective unless it shall be in writing and signed by the MCFN, and then the waiver or consent shall be effective only in the specific instance for the specific purpose for which it has been given.
- 5.5 Time shall be of the essence of this Agreement.
- 5.6 This Agreement constitutes the entire agreement between the parties in respect to the matters herein dealt with and cancels and supersedes any prior agreement, undertakings, declaration, or representation, written or verbal, in respect to such matters.
- 5.7 Notwithstanding the location of the Lands and the Building, this Agreement shall be governed by the laws of the Province of Alberta.

(Remainder of the page intentionally left blank. Signature page to follow.)



Mikisew Cree First Nation
Home Renovation Grant Application and Agreement

SIGNATURES

IN WITNESS WHEREOF the parties have caused this Agreement to be executed on the _____ day of _____, 20____.

MIKISEW CREE FIRST NATION

An audit report of applications received, email addresses, dates, and times will be provided to MPM Staff for review.

Per: _____
Signature

Name: _____

**MCFN/MPM ARE NOT RESPONSIBLE FOR INCOMPLETE APPLICATIONS.
APPLICANTS ARE RESPONSIBLE TO REVIEW THEIR APPLICATIONS TO ENSURE
ALL REQUIRED DOCUMENTATION IS SUBMITTED.**