

AGREEMENT MADE THIS ____ DAY OF _____, 20__

Between:

**CANMORE COMMUNITY HOUSING CORPORATION
(hereinafter referred to as "CCHC")**

-and-

(hereinafter referred to as the "Owner")

WHEREAS CCHC has established an accessory dwelling grant program ("ADGP") to support the development of affordable housing through building of accessory buildings, and for which ADGP the current statement of policy and procedures is attached as Schedule "A";

AND WHEREAS the Owner has applied to participate in the ADGP;

AND WHEREAS the Owner's proposal, a copy of which is attached hereto as Schedule "B", was selected by CCHC as a successful proposal for the development of an accessory building on their lands described in Schedule "C" hereto (the "Lands") (hereinafter referred to as the "Project");

NOW THEREFORE in consideration of the terms and condition set out herein the parties agree as follows:

1. The term of this Agreement is from the date set out above to the 10th anniversary of the date that is one month after the date of issue of a written occupancy certificate for the accessory building described in Schedule "B".
2. The Owner shall, after obtaining all necessary permits and approvals, proceed with the Project in accordance with the requirements contained in Schedule "A" and the proposal contained in Schedule "B", on the Lands, which are located within the Town of Canmore.
3. Construction of the Project, in accordance with Schedule "B", shall commence on or before _____, 20__ and be completed on or before _____, 20__.
4. CCHC shall contribute _____ (\$_____) Dollars as grant funding to the Project; and grant progress draws may be made in CCHC's sole

discretion during construction as provided for in the ADGP. The final (holdback) funds shall be payable to the Owner, subject to:

- a. Issue of occupancy permits by a qualified Safety Codes Inspector for all or substantially all of the Project and satisfactory evidence of same being provided to CCHC; and
- b. Compliance with the requirements of paragraphs 3 and 12 of this Agreement.

Upon compliance with the above requirements, any unadvanced grant funds shall be paid to the Owner within fourteen (14) Business Days of such compliance. At the time of each grant advance title to the Lands must be free and clear of all builders' liens and otherwise acceptable to CCHC.

“Business Day” means a day that is not a weekend day or holiday in Alberta.

5. In consideration of the \$_____ grant funding from CCHC, Owner agrees and undertakes that the accessory building shall be maintained as a rental unit for at least 10 years from the date that is one month after the date of issue of the occupancy permit, and throughout such time shall be rented at a below-market rent, which (at a minimum) shall include costs of heat and water and sewer services, and be no less than ten percent (10%) below the CCHC Market Rate applicable under the ADGP as amended or supplemented from time to time by CCHC. The tenant(s) of the accessory dwelling must qualify and satisfy the eligibility requirement that the gross income of the tenant's household shall be less than the median income for their household type in any given year, as determined by CCHC, on an annual basis.
6. If the Owner fails at any time during the term hereof to comply with the obligations to build or complete the accessory building in accordance with the ADGP, or fails to maintain the accessory dwelling as an affordable rental dwelling as aforesaid, all in accordance with the ADGP, or otherwise fails to comply with the requirements of the ADGP (as amended or supplemented from time to time) then:
 - a. CCHC shall be entitled to immediately demand repayment, from the Owner, of the entire amount of the grant paid to or to the order of the Owner as a debt owing by the Owner to CCHC and such debt is secured upon and its repayment is hereby charged upon the Lands by the Owner;

- b. Money that CCHC requires to be repaid to CCHC under this Agreement constitutes a debt owed to CCHC by the Owner secured upon the Lands and CCHC shall be entitled to record such charge upon the title to the Lands by caveat;
 - c. A certificate signed by an Officer of CCHC stating that a grant was made under this Agreement and that CCHC has required repayment in accordance with this section is conclusive and binding proof of the debt due by the Owner to CCHC and immediately repayable as a debt charged upon the Land; and
 - d. The Owner shall, in addition to repaying the grant, pay any and all costs and expenses incurred by CCHC in demanding, enforcing and recovering such debt, including without limitation CCHC's legal fees and disbursements on a solicitor-client, full indemnity, basis, and such costs and expenses are also charged upon the Lands hereby.
7. The Owner shall:
- a. Provide a written report in a form acceptable to CCHC and in accordance with the ADGP, certifying the rent for the prior 12 months for the dwelling unit subject to this Agreement on or before July 1 of each year in which the rent restrictions are applicable.
 - b. Permit CCHC's representative, authorized in writing, to inspect the accessory dwelling and to examine during regular business hours the books, records and accounts relating to the Project and the rental thereof to determine that the dwelling is adequately maintained and utilized in accordance with this Agreement.
8. The Owner must provide CCHC with:
- a. At least thirty (30) Business Days advance written notification in a form satisfactory to CCHC of the intent to sell, assign or transfer any portion of its ownership of the Land or the dwelling and further, within thirty (30) days in advance of any actual closing, notice of the date of closing; and must conduct the assignment or transfer of its ownership within the ADGP program guidelines and this Agreement; and
 - b. Immediate notification if the Owner relinquishes or loses ownership or control of any or all of the Lands or dwelling, for reasons other than a sale, assignment or transfer. In such event, the full amount of the grant must be repaid to CCHC and the provisions of paragraph 6 hereof shall apply.

9. Upon the sale of the Land or dwelling, the Owner shall obtain the written undertaking of the purchaser to:

- a. Abide by the requirements of the ADGP;
- b. Provide the annual reports required under paragraph 7 of this Agreement;
- c. Be bound by this Agreement; and
- d. Obtain a similar undertaking from any subsequent purchaser, including, without limitation, assumption and affirmation of the charge on Land and the debt obligation,

all in form and content determined by CCHC. As an alternative to the foregoing, the Owner may choose to repay to CCHC the full amount of the grant on or prior to closing of the sale, in which event the obligations thereunder shall not apply to the purchaser or transferee.

10. Time is of the essence of this agreement.

11. Notice shall be provided:

- a. To CCHC at:
203, 600A – 9 Street
Canmore, Alberta T1W 2T2
- b. To Owner at:

12. Prior to construction or installation of the Project, the Owner shall provide proof of appropriate insurance coverage in a form and amount satisfactory to CCHC pertaining to the construction, installation and other aspects of the Project, including but not limited to any foundation or structural aspects of the Project. This insurance coverage shall be maintained throughout the construction and installation of the Project and throughout the term of this agreement. The Owner, upon request by CCHC, shall provide proof of such insurance. The insurance must show loss payable to CCHC subject only to a prior first mortgage of the Land acceptable to CCHC.

13. All insurance required pursuant to this Agreement shall be endorsed to provide CCHC with 30 days of advance written notice of material change or cancellation.

14. The Owner agrees to indemnify and hold harmless CCHC from any and all third party claims, demands, actions or costs (including legal costs on a solicitor-client, full indemnity, basis) for which the Owner is legally responsible, including those arising out of negligence or willful acts by the Owner or the Owner's contractors or agents. This hold harmless clause shall survive this Agreement.
15. This Agreement may not be assigned by the Owner without the express written consent of CCHC; and shall enure to the benefit of CCHC and its successors and assigns and be binding upon the Owner and the Owner's heirs, executors, administrators and permitted assigns.
16. No amendment or variation of this Agreement is effective unless made in writing and executed by both parties; but nothing herein shall impede CCHC's right and authority unilaterally to amend or supplement the ADGP, which right and authority the Owner hereby confirms.

IN WITNESS WHEREOF this agreement has been duly executed on the day and year first written above.

CANMORE COMMUNITY HOUSING CORPORATION

Per: _____ (c/s)

Owner:

AFFIDAVIT OF EXECUTION

CANADA)	I, _____
PROVINCE OF ALBERTA)	of the City of _____
TO WIT:)	in the Province of Alberta,
)	MAKE OATH AND SAY:

1. I was personally present and did see _____ named in the within annexed instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.

2. The same was executed at Edmonton, in the Province of Alberta, and that I am the subscribing witness thereto.

3. I know the said _____ and he/she is, in my belief, of the full age of eighteen years.

SWORN BEFORE ME at _____)	
in the Province of Alberta)	
this ____ day of _____, 20__)	
)	
_____)	_____

A Commissioner for Oaths in and for Alberta