

APPENDIX C
DRAFT CONTRIBUTION AGREEMENT

CONTRIBUTION AGREEMENT
RESPECTING A PRIVATE HOUSING SUBSIDY

BETWEEN: **CREE NATION OF [insert name]**, herein acting and represented by **[insert complete name]**, its **[insert title]**, duly authorized for such purposes;

(hereinafter the “**Cree First Nation**”)

AND: **[insert name] and [insert name]**, Cree beneficiary(ies), residing at **[insert complete address]**;

(hereinafter the “**Recipient**”)

(the Cree First Nation and the Recipient hereinafter called together the “**Parties**” and separately a “**Party**”)

WHEREAS the Recipient has applied for and is eligible to receive a private housing subsidy under the Community Private Housing Initiative in order to construct a housing project on Category IA lands;

WHEREAS the Recipient and the project meet all the terms and conditions under the Community Private Housing Initiative;

WHEREAS the allocation of any private housing subsidy is subject to available funds and the conclusion of a contribution agreement with the applicant/recipient;

NOW THEREFORE, in consideration of the mutual covenants and undertakings in this Agreement, and subject to the terms of this Agreement, the Parties agree as follows:

1. DEFINITIONS

“**Agreement**”: This Contribution Agreement respecting a Private Housing Subsidy between the Cree Nation of **[insert name]** and **[insert name(s)]**;

“**Financial Year**”: The period from April 1 of a calendar year to March 31 of the following calendar year;

“**Housing Unit**”: The housing unit as presented by the Recipient to the Cree First Nation to be constructed on a parcel of land situated on Category IA lands of the Cree First Nation,

said parcel of land being situated at [*insert future civic address*], and more fully described in **Schedule B**.

“**Subsidy**”: The subsidy set out in section 2.1 of this Agreement;

2. SUBSIDY

2.1 The Cree First Nation shall provide to the Recipient a Subsidy for the construction of the Housing Unit in the amount of [*insert amount in words*] dollars (\$*insert amount in numbers*).

3. DISBURSEMENT OF SUBSIDY

3.1 The Subsidy shall be disbursed by the Cree First Nation to the notary designated by the Recipient to be held in trust by the notary for disbursement upon completion of all relevant requirements (e.g. grant and agreement of superficie, compliance with applicable building laws, codes and standards, financing for balance of cost).

4. CONDITIONS RELATING TO SUBSIDY

4.1 The Subsidy is granted by the Cree First Nation and accepted by the Recipient solely and exclusively for the construction of the Housing Unit as approved by the Cree First Nation.

4.2 The Recipient hereby declares that:

- a) He/she is a Cree beneficiary, at least 18 years of age.
- b) He/she has no arrears of any kind or nature with a Cree First Nation relating to any housing programs or user fees, including but not limited to past and present overdue rent. The arrears of the Recipient are deemed to also include those of any person who lives together with the Recipient in a conjugal relationship, as a spouse or common law partner.
- c) He/she meets the relevant credit criteria, as determined by a financial institution, including the capacity to finance the remaining balance of funding required to construct the Housing Unit, as evidenced by a letter from the financial institution confirming the capacity of the Recipient to self-finance or by a commitment letter from the financial institution to provide a loan for the construction of the Housing Unit.
- d) A suitable parcel of Category 1A land has been set aside and a grant and agreement of superficie has been concluded for the purpose of constructing the Housing Unit.

- e) The Housing Unit is newly built; it consists of a self-contained dwelling unit, with washroom, kitchen and sleeping facilities; and it shall be and remain a main residence, rather than a seasonal or vacation home.
- f) The Housing Unit will be constructed by a contractor holding all required licenses, permits, authorizations, insurances and bonds, including a valid license of the *Régie du bâtiment du Québec* (RBQ), and in accordance with applicable laws of the Cree First Nation and of the Cree Nation Government, as well as laws, codes and standards applicable in the Province of Quebec.

4.3 The Recipient hereby acknowledges and agrees that:

- a) He/she shall have the obligation to begin the construction of the Housing Unit as soon as possible after the execution of this Agreement and to have it completed within [24] months thereof.
- b) He/she shall be responsible for the construction of the Housing Unit and for all costs related thereto.
- c) He/she shall be responsible to ensure, as applicable, that the construction of the Housing Unit complies with the social and environmental assessment and environmental protection provisions set in Section 22 of the *James Bay and Northern Quebec Agreement* and related legislation.
- d) He/she shall be responsible for the ongoing maintenance of the Housing Unit and all costs and responsibilities as owner of the Housing Unit, including without limitation, minor and major repairs, modification and renovation to the Housing Unit, electricity, heating, insurance, user fees or charges.
- e) He/she shall take out and keep in effect comprehensive general liability insurance and home insurance, in form, content and amount reasonably acceptable to the Cree First Nation.

4.4 The Subsidy shall be fully amortized over a period of ten (10) years (*i.e.* each year, an amount equal to one-tenth of the total amount of the Subsidy shall be amortized). During this period, the Recipient shall reimburse to the Cree First Nation the unamortized portion of the Subsidy if:

- a) The Housing Unit is sold, transferred or leased to a person other than a Cree;
or
- b) The Recipient is in default of a material obligation or undertaking under this Agreement or under a loan agreement with a financial institution related to the financing of the Housing Unit.

- 4.5 The condition set out in paragraph 4.4a) shall survive the sale, transfer or lease of the Housing Unit to subsequent owners or occupants of the Housing Unit until it is fully depleted.
- 4.6 If the Cree First Nation determines that the Recipient is in default pursuant to paragraph 4.4b), and before requesting the reimbursement of the unamortized portion of the Subsidy, the Cree First Nation shall first give to the Recipient notice of the default and a reasonable opportunity to remedy the default, having regard to the nature and extent of the default.

5. NOTICES

- 5.1 Any notices under this Agreement shall be in writing and shall be sent or delivered by hand, by mail, by telecopier or by other electronic means, at the following addresses:

IF TO THE CREE FIRST NATION:

CREE NATION OF [insert name]
[insert address]

Attention: Treasurer

Fax: [insert number]

E-mail: [insert email address]

IF TO THE RECIPIENT:

[insert address]

Attention: [insert name]

E-mail: [insert email address]

Any notice delivered by hand shall be deemed to have been served at the time of delivery. Any notice served by mail shall be deemed to have been served or given at the expiration of ten (10) days after it is posted in any post office of the Province of Quebec and, in the case of interruption of normal mail delivery, ten (10) days after resumption of normal mail service. Any notice sent by telecopier or by other electronic means shall be deemed delivered on the day following the date of confirmation of receipt of delivery

6. GENERAL PROVISIONS

- 6.1 This Agreement constitutes the entire agreement between the Parties with respect to the matters contemplated herein and may only be modified by the written agreement of the Parties.
- 6.2 This Agreement replaces all previous agreements, understandings, resolutions or other instrument between the Parties, verbal or written, relating to the matters contemplated herein.
- 6.3 This Agreement shall enure to and be binding upon the Parties hereto as well as their respective successors, heirs and permitted assigns.
- 6.4 The Recipient shall not assign this Agreement nor assign the Subsidy hereunder without the prior written consent of the Cree First Nation, at the Cree First Nation's sole discretion.
- 6.5 Any waiver by the Cree First Nation of any default, breach or non-performance by the Recipient at any time or times in respect of any obligation contained in this Agreement shall not operate as a waiver of any subsequent or continuing default, breach or non-performance.
- 6.6 This Agreement does not authorize the Recipient to contract for, incur any obligations or make any representations on behalf of the Cree First Nation.
- 6.7 Nothing in this Agreement shall be construed as creating a partnership, employment or agency relationship between the Recipient and the Cree First Nation.
- 6.8 The Recipient represents and warrants that all its statements or representations, including those made in its application for a subsidy under this Agreement, were, when made, and remain, correct, complete and not false or misleading in any way.
- 6.9 The Recipient shall disclose to the Cree First Nation without delay any material fact or event that the Recipient is aware of from time to time which may substantially compromise the Recipient's ability to carry out its undertakings under this Agreement.
- 6.10 The Parties acknowledge that they have requested that this Agreement be drawn up in English. *Les parties aux présentes reconnaissent que la présente entente a été rédigée en anglais à leur demande expresse.*

IN WITNESS WHEREOF, the Parties hereto have signed:

[Insert name of Cree First Nation]

[insert complete name], [insert title]

Date: _____

At: _____

[Insert name of Recipient(s)]

[if development corporation, insert name of authorized representative]

Date: _____

At: _____
