

**CONDITIONAL GRANT AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2025

**BETWEEN:**

**MUNICIPALITY OF JASPER**

(hereinafter referred to as the “Municipality”)

**OF THE FIRST PART**

**- and –**

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(hereinafter called “the Recipient”)

**OF THE SECOND PART**

**WHEREAS** the Municipality was formed to provide for the unique needs of its residents in accordance with Order in Council 279/2001 and the Agreement for the Establishment of Local Government in the Town of Jasper dated June 13, 2001;

**AND WHEREAS** the Municipality has the powers and authorities of a town under the *Municipal Government Act*, RSA 2000 c M-26 in the Town of Jasper;

**AND WHEREAS** the Municipality has determined that the development of additional dwelling units accessory to existing residential development in the Town of Jasper, for the use of eligible residents of the Town of Jasper, is in the best interests of the municipality;

**AND WHEREAS** the Municipality is prepared to provide a grant to the Recipient to support the development of an accessory dwelling unit in the Town of Jasper, on and subject to the terms and conditions set out herein;

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** the parties hereto, in consideration of the mutual covenants and agreements hereinafter set-forth, covenant and agree with each other, as follows:

- 1.** The following definitions will apply for the purposes of this Agreement:
  - a.** “Accessory Dwelling Unit” means a dwelling unit which is secondary and accessory to the principal residence on the Lands, as described in the Application attached as Schedule “A” to this Agreement.
  - b.** “Application” means the application for grant funding submitted by the Recipient to the Municipality and attached as Schedule “A” to this Agreement.
  - c.** “Cost of Construction” means the actual costs incurred by the Recipient in relation to the Accessory Dwelling Unit including engineer costs, off-site levies paid by the Recipient, and capital costs including labour and materials but not including the cost of the Lands or any improvements on the Lands prior to development of the Accessory Dwelling Unit or non-capital costs such as legal fees.

- d. "Eligible Resident" means an eligible resident of the Jasper National Park as defined in the National Parks of Canada Lease and Licence of Occupation Regulations (SOR/92-25) as amended or replaced from time to time.
  - e. "Grant" means grant funding in the amount of no more than THIRTY THOUSAND (\$30,000.00) DOLLARS payable by the Municipality to the Recipient in accordance with this Agreement.
  - f. "Lands" means the lands located in the Town of Jasper on which the Accessory Dwelling Unit will be located, as described in the Application attached as Schedule "A" to this Agreement.
  - g. "Period" means a period of ten (10) years commencing on the date of issuance of an occupancy permit for the Accessory Dwelling Unit.
  - h. "Permitted Use" means the use of the Accessory Dwelling Unit for long-term rental to one or more Eligible Residents for residential purposes, and does not include private home accommodations or any other home based business providing commercial visitor accommodation
2. The Municipality shall pay the Recipient the Grant, in a total cumulative amount not to exceed THIRTY THOUSAND (\$30,000.00) DOLLARS, payable as follows:
- a. Permitting Fees: The Municipality shall reimburse the Recipient for any development permit, building permit, and occupancy permit fees actually paid by the Recipient in relation to the Accessory Dwelling Unit. The permitting fees will be payable by the Municipality to the Recipient within thirty (30) days of the Recipient providing proof of payment of the permitting fees to the satisfaction of the Municipality in the form established by the Municipality from time to time.
  - b. Design Fees: The Municipality shall reimburse the Recipient for design fees actually incurred by the Recipient in relation to the Accessory Dwelling Unit, to a maximum of TWO THOUSAND FIVE HUNDRED (\$2500.00) DOLLARS. Reimbursement for design fees will be payable by the Municipality to the Recipient within thirty (30) days of the Recipient providing invoices and proof of payment in relation to the design fees to the satisfaction of the Municipality in the form established by the Municipality from time to time.
  - c. Cost of Construction: The Municipality shall reimburse the Recipient for the Cost of Construction to a maximum of THIRTY THOUSAND (\$30,000.00) DOLLARS, less the amounts paid by the Municipality to the Recipient for permitting and design fees under subsections (a) and (b) herein. Reimbursement for the Cost of Construction will be payable by the Municipality to the Recipient within thirty (30) days of the Recipient providing the Municipality with:
    - i. invoices and proof of payment in relation to the Cost of Construction to the satisfaction of the Municipality, and;

- ii. confirmation of issuance of an occupancy permit, and signed tenancy lease, in relation to the Accessory Dwelling Unit, in the form established by the Municipality from time to time
3. The construction, use and occupation of the Accessory Dwelling Unit must at all times comply with all applicable legislation, regulations, and municipal bylaws, in addition to the requirements of this Agreement. Nothing in this Agreement will constitute a permit, license or other approval required in relation to the Accessory Dwelling Unit. The Recipient will be responsible for obtaining any required permits, license or approvals.
4. The Recipient agrees that at all times during the Grant Period it shall maintain and use the Accessory Dwelling Unit solely for the Permitted Use and for no other purpose. Without limitation to the foregoing, the Recipient shall not at any time during the Grant Period cause or permit the use of the Accessory Dwelling Unit for private home accommodation, or any other home based business providing commercial visitor accommodation. Advertising of the Accessory Dwelling Unit for the purpose of private home accommodation, or any other home based business providing commercial visitor accommodation, at any time during the Grant Period will be a breach of this Agreement and constitute conclusive evidence and proof of a breach of this Agreement whether or not the Accessory Dwelling Unit is actually used or occupied for the advertised purpose.
5. In the event that the Recipient continues the use of the Accessory Dwelling Unit for the Permitted Use beyond the Grant Period, the Recipient may be eligible for additional incentives or grant funding available from the Municipality from time to time. The Recipient acknowledges and agrees that the availability of and eligibility for any such incentives or granting is subject to budgetary approval, and cannot be guaranteed.
6. The Recipient shall provide the Municipality with any information and documentation requested by the Municipality from time to time for the purpose of confirming compliance with the requirements of this Agreement. The Recipient consents and agrees to the Municipality entering the Lands, Accessory Dwelling Unit and any building within which the Accessory Dwelling Unit is located, at any time prior to the expiry of the Grant Period, for the purpose of inspecting for compliance with the requirements of this Agreement. The Municipality shall give the Recipient forty-eight (48) hours' written notice of inspection to the Recipient, and the Recipient shall be responsible for providing any required notice to occupants of the Accessory Dwelling Unit.
7. In the event of any of the following events of default:
  - a. the Municipality determines that any of the information contained in the Application was false, misleading, or misrepresented or failed to disclose a material fact;
  - b. the Recipient or Accessory Dwelling becomes ineligible for the Grant or the amount of the Grant paid to the Recipient exceeds the amount to which the Recipient is entitled;
  - c. any term or condition of this Agreement has not been met or has been contravened;

- d. without limitation to the generality of any other provision of this Agreement, the Accessory Dwelling Unit is used for a purpose other than the Permitted Use at any time during the Grant Period, or;
- e. any tax, assessment or levy imposed by the Municipality which is payable with respect to Accessory Dwelling Unit or the Lands is not paid before delinquency,

the Recipient will not be eligible for any portions of the Grant remaining unpaid and shall be liable to repay any portion of the Grant already paid to the Recipient by the Municipality within thirty (30) days of written demand from the Municipality.

- 8. The Recipient acknowledges that notwithstanding the Grant and the obligations of the Recipient set out in this Agreement, the Municipality will have no responsibility or liability whatsoever in connection to the construction, use or occupation of the Accessory Dwelling Unit. The Recipient shall indemnify and hold harmless the Municipality from any and all third party claims, demands, actions, and costs (including legal costs on a solicitor and own client full indemnity basis) relating to the construction, use of occupation of the Accessory Dwelling Unit or otherwise in relation to the subject matter of this Agreement.
- 9. The Recipient hereby charges and mortgages its interest in the Lands to and in favour of the Municipality, together with all improvements which may be constructed or development on the Lands, as security for payment of any amount payable by the Recipient to the Municipality under this Agreement. The Recipient acknowledges and agrees that this Agreement is a charging agreement which is intended to be registered against title to the Lands, will run with the Lands, and will be binding upon the Recipient and its heirs, executors, administrators, assigns, successors and successors in title.
- 10. Upon the sale or transfer of the Lands or Accessory Dwelling Unit, the Recipient shall obtain the written undertaking of the purchaser or transferee to:
  - a. Assume and comply with the requirements of this Agreement in relation to the Accessory Dwelling Unit, and;
  - b. Obtain an equivalent undertaking from any subsequent purchaser or transferee including, without limitation, assumption and acceptance of the charge and mortgage on the Lands set out in Section 9 of this Agreement, in a form and on terms and conditions satisfactory to the Municipality.

Alternatively, the Recipient may elect to repay to the Municipality the entire amount of the Grant paid by the Municipality to the Recipient prior to the closing of the sale or transfer in which event the requirements of this Section 10 will not apply to the purchaser or transferee.

- 11. Interest on any amounts payable by the Recipient and outstanding under this Agreement will apply at the rate of eighteen (18%) percent per annum, calculated and compounded monthly.
- 12. It is recognized and agreed by the Recipient that a breach of any of the requirements of this Agreement will cause irreparable damage to the Municipality, the amount of which will be difficult or impossible to ascertain, and that the remedies at law for such breach will be

inadequate. The Recipient acknowledges and agrees that in the event of a breach of any of the requirements of this Agreement, in addition to any other remedy which may be available at law or in equity, the Municipality will be entitled to specific performance and injunctive relief without a requirement to post security or provide an undertaking.

**13.** The Recipient shall be liable to and pay the Municipality for all costs and expenses incurred by the Municipality in the enforcement of this Agreement including without limitation the Municipality's legal fees and disbursements on a solicitor and own client full indemnity basis.

**14.** Any notice required to be given under this Agreement will be given as follows:

**a.** Any notice required to be given by the Municipality to the Recipient under this Agreement will be validly given if:

(a) Sent by e-mail to the address on the Application attached as Schedule "A" to this Agreement;

(b) Delivered to the primary residence on the Lands, or;

(c) Sent by regular mail to the address on the Application attached as Schedule "A" to this Agreement.

Notice will be deemed to have been received by and given to the Recipient five (5) days from the date of mailing if sent by regular mail, or on the date the notice was delivered or sent by e-mail.

**b.** Any notice required to be given by the Recipient to the Municipality required to be Agreement will be validly given if sent by-email, delivered or sent by regular mail to the address provided below:

Municipality of Jasper:  
PO Box 520  
Jasper, AB  
T0E1E0

E-mail: [housing@jasper-alberta.ca](mailto:housing@jasper-alberta.ca)

Attention: Leanne Pelletier, Municipal Housing Manager

Notice will be deemed to have been received by and given to the Municipality five (5) days from the date of mailing if sent by regular mail, or on the date the notice was delivered or sent by e-mail.

In the case of any disruption in postal services by reason or strike, lockout or labour declarations, any notice given solely by regular mail will not be deemed to have been given until it is actually delivered.

15. Time will be of the essence respecting all dates and time periods in this Agreement; provided however, that the parties may agree in writing to waive or extend any or all of the dates and time periods stated in this Agreement.
16. This Agreement constitutes the entire Agreement between the parties with respect to the transactions provided for herein and cancels and supersedes any prior understandings, agreements, negotiations and discussions between the parties with respect thereto except as stated herein and in the instrument and documents to be executed and delivered pursuant hereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements or understandings, express or implied, between the parties other than is expressly set forth in this Agreement. This Agreement may not be amended or modified in any respect except by written instrument executed by each of the parties.
17. This Agreement may not be assigned by the Recipient without the prior written consent of the Municipality.
18. This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assigns.
19. This Agreement will be construed in accordance with and governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein and each of the Parties attorns to the jurisdiction of the courts of the Province of Alberta.

**IN WITNESS WHEREOF** the parties hereto have signed this Agreement on the day and year first above written.

THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS.

By signing this Agreement you agree to accept responsibility for compliance with the requirements of the Municipality of Jasper's Accessory Dwelling Unit Incentive Program. If you sell or transfer the property that is the subject of this Agreement, you may be required to re-pay grant funds to the Municipality of Jasper or obtain a written undertaking from the purchaser or transferee of the property in order to be released of your obligations under this Agreement.

**MUNICIPALITY OF JASPER**

Per: \_\_\_\_\_

\_\_\_\_\_  
Witness (see Affidavit on next page)

\_\_\_\_\_  
(Recipient)

**AFFIDAVIT OF EXECUTION**

CANADA  
PROVINCE OF ALBERTA  
TO WIT:

) I, \_\_\_\_\_,  
) of the \_\_\_\_\_ of \_\_\_\_\_,  
) in the Province of Alberta,  
) \_\_\_\_\_,  
MAKE OATH AND SAY:

1. THAT I was personally present and did see \_\_\_\_\_, named in the within instrument, on the basis of the identification provided to me, duly sign and execute the same for the purpose named therein;
2. THAT the instrument was executed at \_\_\_\_\_, Alberta and that I am the subscribing witness thereto;
3. THAT I believe \_\_\_\_\_, whose signature I witnessed, is at least eighteen (18) years of age.

Sworn before me at \_\_\_\_\_, )  
in the Province of Alberta )  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ )  
)

\_\_\_\_\_  
A Commissioner for Oaths in and for Alberta

**SCHEDULE "A"**  
**APPLICATION**