



Walmart Canada Inc. ("Walmart") - Evergreen Common Grounds
Green Grant Program
2010 Grant Recipient Contract

Recipient Organization:

Mount Saint Vincent University
Name of Organization

Community Garden
Project Name
(the "Project")

Halifax
City

Nova Scotia
Province

In consideration of receipt of a grant under the Walmart Evergreen Green Grant Program and for other good and valuable consideration, we agree as follows:

1. We have read and agree to the terms and conditions of this agreement:
2. We assume full responsibility for identifying, seeking and obtaining all permits and approvals, including any environmental assessment requirements necessary for the Project.
3. We certify that we will meet all requirements of local regulatory agencies. We hereby forever discharge and release and agree to indemnify and hold harmless Evergreen and Walmart, and each of their respective officers, directors and employees from any and all accidents, injuries, damages, claims or breaches of law, arising directly or indirectly from the Project, including without limitation, any negative environmental impact or damage.
4. We certify that we have obtained the permission of the owner(s) of any property to do any work related to the Project on such owner's property.
5. We agree to cash the grant cheque within one month of receiving it and to use the funds only for the purposes specified in the Walmart Evergreen Green Grant Application Form that we submitted to Evergreen.
6. We will retain receipts for all purchases of goods and services funded by this grant and provide them to Evergreen, upon request.
7. We will notify Evergreen immediately if there are any significant material changes to the Project as originally proposed including (but not limited to) its: goals and objectives, activities, design elements, timelines and budget.
8. We will submit a brief final report by July 15, 2011. (Please note: each report should not exceed four pages. The instructions for preparing your report are provided in Appendix #1 of this funding package)

9. Our Project will be in progress or underway by October 31, 2010 and will not be completed before the grant has been awarded.
10. Representatives of our organization agree to participate in the promotion of our project locally and/or nationally, in conjunction with Evergreen and Walmart Canada. For example, this may include attending a cheque presentation ceremony involving Walmart employees and/or participating in a press release or other media event.
11. We will acknowledge the support of Walmart and Evergreen on appropriate project outreach materials produced by our group such as brochures, flyers, press releases, etc. We will forward copies of all materials to Evergreen, for its records.
12. We will provide Evergreen with "before" photos of the site when work on the Project funded by this grant is started and "after" shots upon its completion. We will also obtain signatures from all people present in photos that we send on the Model Release Form provided by Evergreen.

IN WITNESS WHEREOF, the undersigned has executed this Agreement
the 12th day of APRIL, 2010.

RECIPIENT ORGANIZATION

By:

(signature)

JEFF HOLLETT

Name (please print)

