

Manitoba Emergency Measures Organization
Financial Assistance Agreement

WHEREAS _____ (Applicant) has made application for financial assistance (Financial Assistance) to the Manitoba Emergency Measures Organization (EMO) for losses suffered by the Applicant as a result of the _____ (the "Losses").

NOW THEREFORE IN CONSIDERATION of EMO receiving and reviewing the Applicant's application for Financial Assistance, the Applicant hereby covenants and agrees that:

1. The information set forth in the invoices and records submitted to EMO is complete and correct.
2. In the event that the Applicant's application is approved for disaster financial assistance, all invoices and records submitted by the Applicant to EMO for the purpose of obtaining financial assistance shall relate solely to the losses and shall be for goods and services which have been delivered to the Applicant's satisfaction. Should any invoices and/or records submitted by the Applicant be determined by EMO to be ineligible for disaster financial assistance, any disaster financial assistance received by the Applicant with respect to such invoices and/or records shall be a debt due and payable to the Government of Manitoba within 30 days from the mailing date by EMO of written notice of the debt to the Applicant.
3. Any assistance that the Applicants may otherwise be eligible to receive may be reduced or denied if, in the opinion of the EMO, the Applicant has taken no reasonable action during the disaster to protect his/her property; or, after the disaster, there is an indication of neglect or indifference by the Applicant with regard for the loss or damage for which disaster financial assistance has been claimed.
4. The Applicant shall immediately advise the Claims Manager for EMO of any additional compensation received by the Applicant from an insurance contract, the courts, a government source or any other source, and which relate to the losses (compensation). If in the opinion of EMO the compensation from other sources relates to the particular losses for which disaster financial assistance has already been paid by EMO, the amount of that compensation, not exceeding the amount of disaster financial assistance paid, shall be a debt due and payable to the Government of Manitoba within 30 days from the mailing date by EMO of written notice of the debt to the Applicant.
5. The Applicant further agrees to permit any person designated by EMO to inspect the land and buildings for which disaster financial assistance has been provided, and to provide any documents, records of invoices within the power and control of the Applicant in relation to the losses and any compensation received, within 30 days of the mailing of a reasonable request by EMO. If the Applicant fails to comply with such written requests, or fails to report compensation as required by paragraph 4, then the entire amount of the disaster financial assistance paid to the Applicant shall be deemed to a debt to the Government of Manitoba, payable on demand, and shall earn interest from the date of demand in accordance with the Government of Manitoba's policy as referred to in the Financial Administration Manual.
6. This application and any inspection in relation thereto, does not in itself constitute eligibility for assistance. Eligibility is determined by an evaluation process and is based on information and documentation provided to EMO.
7. Any disaster financial assistance granted to the Applicant as a result of the losses submitted in this application is gratuitous.
8. Any information will be kept strictly confidential and not disclosed except in accordance with the provisions of "*The Freedom of Information and Protection of Privacy Act.*"

Dated this _____ day of _____, _____

(Witness)

X _____
(Applicant's Signature)