

DINE-IN RESTAURANT RELIEF PROGRAM TERMS AND CONDITIONS

Introduction and Overview

The Government of Manitoba ("**Manitoba**") has established a fund for the purpose of supporting and protecting local dine-in restaurant owners impacted by COVID-19 public health orders (the "**Program**"). The Program shall be administered by The Manitoba Chambers of Commerce, in partnership with the Manitoba Restaurant and Foodservices Association and Economic Development Winnipeg (collectively, the "**Funding Partners**") pursuant to these terms and conditions ("**Terms and Conditions**").

The Program operates as a rebate program to help offset additional costs incurred by participants in the Program (the "**Participant(s)**") related to food delivery services, whether a restaurant provides its own delivery service or uses a third-party delivery service.

The Participants operating a dine-in restaurant within the Winnipeg Metro Region (including City of Winnipeg) shall be entitled to receive reimbursement for Eligible Costs (as defined below) incurred for the period commencing November 2, 2020 and ending March 31, 2021. Each Participant operating a dine-in restaurant in all other regions in Manitoba shall be entitled to receive reimbursement for Eligible Costs incurred for the period commencing November 12, 2020 and ending March 31, 2021. As used in these Terms and Conditions, "**Term**" shall mean either the period commencing November 2, 2020 and ending March 31, 2021, or the period commencing November 12, 2020 and ending March 31, 2021, as applicable.

Eligible Costs

For the purpose of these Terms and Conditions, "**Eligible Costs**" means:

- (a) the commission paid to a delivery service provider or, in areas where there is no external delivery service, the Participant's actual delivery expenses, incurred and paid by the Participant during the Term; and
- (b) does not include the amount of any Federal Goods and Services Tax and of Manitoba Retail Sales Tax for which the Participant is entitled to any refund or credit, whether received, applied for or for which an application could be made.

Disbursement to the Participant

The Funding Partners shall reimburse the Participant for Eligible Costs incurred during the Term within a reasonable period of time following the approval of the Participant's Dine-in Restaurant Relief Program Application (the "**Application**"). The Application may be found at <https://rrf.mbchamber.mb.ca>

Payment to the Participant of any amount pursuant to the Program is conditional upon:

- (a) the Participant's compliance with these Terms and Conditions; and,
- (b) Manitoba's agreement to continue, and to appropriate funding to, the Program.

The Funding Partners reserve the right to withdraw or temporarily change or suspend all or part of the Program in any way.

Participant's Covenants

During the Term, the Participant covenants and agrees that it shall:

- (a) ensure that all necessary licences, permits and approvals required for the operation of its restaurant by applicable legislation, regulations and by-laws are obtained; and,

- (b) ensure that all applicable laws and regulatory requirements, whether federal, provincial or municipal, including (without limitation) all environmental, labour and human rights legislation, are complied with in the operation of its restaurant.

Representations and Warranties

The Participant represents and warrants to the Funding Partners that:

- (a) all materials and information that have been, and will be, provided by the Participant to the Funding Partners in connection with the Application, are true, accurate and do not omit any material facts; and,
- (b) the Participant is in good standing with the Manitoba Corporate Registry Office with respect to the filing of annual reports and has full power and authority to own its assets and to carry on its business as now carried on in Manitoba.

Evaluation

To determine the effectiveness of the Program, it may be necessary that a review, involving peer-review, and/or formal evaluation be carried out by or on behalf of the Funding Partners. Such an evaluation may involve surveys, interviews, and analysis of data and information available to the Participant. The Participant agrees to participate in the review or evaluation and to make information and records available upon request.

Default and Remedies

In the event that the Participant has:

- (a) submitted fraudulent, false or misleading information or has made misrepresentations to the Funding Partners ; or
- (b) not substantially met or satisfied any of the terms or conditions of these Terms and Conditions,

and notwithstanding anything herein contained to the contrary, the Funding Partners may require that the Participant repay all amounts received under the Program, plus other reasonable expenses incurred by the Funding Partners in the preparation and administration of these Terms and Conditions including, but not limited to, legal and accounting fees. The rights and remedies specific in this **Section** are cumulative and are not exclusive of any other rights or remedies the Funding Partners might otherwise have.

Indemnification

THE PARTICIPANT HEREBY COVENANTS AND AGREED TO BE SOLELY RESPONSIBLE FOR, AND SHALL SAVE HARMLESS AND INDEMNIFY, THE FUNDING PARTNERS AND MANITOBA AND THEIR RESPECTIVE OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS AND DEMANDS, LOSSES, DAMAGES, COSTS, EXPENSES, ECONOMIC LOSSES, ACTIONS AND OTHER PROCEEDINGS BY WHOMSOEVER MADE, SUSTAINED, BROUGHT, PROSECUTED, THREATENED TO BE BROUGHT OR PROSECUTED IN ANY MANNER, BASED UPON, OCCASIONED BY, ATTRIBUTABLE TO, OR ARISING FROM ANY INJURY TO PERSONS (INCLUDING, WITHOUT LIMITATION, DEATH), DAMAGE OR LOSS TO OR DESTRUCTION OF PROPERTY, ECONOMIC LOSS OR INFRINGEMENT OF RIGHTS CAUSED BY OR ARISING DIRECTLY OR INDIRECTLY FROM:

- (a) THE BREACH OF ANY TERM OR CONDITION OF THESE TERMS AND CONDITIONS BY THE PARTICIPANT OR ITS OFFICERS, EMPLOYEES OR AGENTS;
- (b) THE ONGOING OPERATION, MAINTENANCE AND REPAIR OF THE PARTICIPANT'S RESTAURANT; AND,

- (c) ANY OMISSION OR ANY WILFUL OR NEGLIGENT ACT OF THE PARTICIPANT OR ITS OFFICERS, EMPLOYEES OR AGENTS.

Third Party Beneficiary

The Participant acknowledges that the funding for the Program (the "**Fund**") is provided by Manitoba. The Funding Partner's access to the Fund is conditional upon any person to whom the Funding Partners provide access to funding, from the Fund (including, without limitation, the Participant) agreeing to, and the Participant hereby agrees:

- (a) to grant representatives of Manitoba and/or the Funding Partners access to all information related to the Eligible Costs claimed by the Participant and all activities performed, and expenditures incurred, by the Participant, in respect of the Program;
- (b) that Manitoba and/or the Funding Partners may release or cause to be released to the public and publish or caused to be published by any means the payment or the amount of the payment pursuant to the Program and these Terms and Conditions; and,
- (c) to provide support and photos for the development of articles to be used in Manitoba and/or the Funding Partners' publications, public websites or both. It is understood that, in accepting funding pursuant to these Terms and Conditions, the Participant agrees to provide support and photos when called upon.

The Participant hereby designates Manitoba as a third party beneficiary of this Section, having the right to enforce this Section.

Governing Law

These Terms and Conditions, and all matters arising out of or relating to these Terms and Conditions, shall be governed by and construed in accordance with the laws of the Province of Manitoba and the federal laws of Canada applicable therein, without reference to conflict of laws provisions.