

SECTION 9: CONSENT

I hereby authorize and consent to the collection by the Provincial Executive, or any person designated by the Provincial Executive, of any information (which may include personal, credit, criminal or military records or other information) from any source as permitted by law. I will promptly deliver to the Provincial Executive or any person designated by the Provincial Executive any further consent, whether verbal or in writing, requested of me.

I acknowledge and agree that such information and the information disclosed in this Form may be used by the Green Party of Ontario for the purpose of evaluating my suitability to be a Nomination Contestant and/or Candidate and for no other purpose, such use to be made in accordance with all laws governing the use and disclosure of personal information in Canada. I understand that all copies of this Form will be retained in a secure location designated by the Provincial Executive. The GPO will ensure all information in this application remains confidential, except as required by applicable law, to only those persons responsible for processing applications and appeals.

Should my application not be approved, I consent that my Constituency Association will be notified but no reasons will be disclosed.

ALL ATTACHMENTS MUST BE INITIALED BY THE APPLICANT. List any attachments.

Applicant Name _____

Applicant Signature _____

Date _____

SECTION 10: DECLARATION

I, _____ declare that:

I have read and understand the questions and consent to this application form.

I understand that my approval as a Nomination Contestant does not constitute an agreement by the Green Party of Ontario to the effect that the Party has in any way waived its right to designate a person other than myself as the Green Party of Ontario Candidate in the 2018 Ontario Provincial Election.

I understand that I may be required, either before or after approval of my candidacy, to consent to any background checks that the Party considers to be appropriate and in the best interests of the Green Party of Ontario. I further understand that the results of such background checks will be kept confidential by the Party unless, based upon information collected and in the best interests of the Party, I am not approved as a nomination contestant or candidate and, upon refusal of approval, and I claim that the approval was refused without good reason. I understand and agree that the Provincial Executive or any person designated by the Provincial Executive may, upon receiving negative information as a result of such a background check, disclose such information to the Leader and to legal counsel in order to make a decision, but those individuals will not disclose that information, except in accordance with the foregoing.

The answers I have given to the questions in this form and in any attachments to this form are to the best of my knowledge true.

Name of Applicant

Signature of Applicant

Date

SECTION 11: FINANCIAL AGREEMENT

Agreement Regarding Election Expenses

Between

**The Candidate and Campaign CFO ("the Campaign") and
The Constituency Association ("CA") and CA CFO and
The Green Party of Ontario ("the Party") and the Party's CFO**

The Ontario Election Finances Act restricts borrowing:

1) A political party, constituency association, nomination contestant, candidate or leadership contestant registered under this Act may, if subsection (2) is complied with, borrow money from,

(a) a financial institution; or

(b) a registered party or constituency association.

2) Market rate must be charged

3) Guarantors must be otherwise eligible to contribute (individuals residing in Ontario) and is limited to the allowable

contribution amounts of \$1200.

4) Loans must be fully repaid within 2 years.

A loan taken out by a Candidate creates a financial obligation for the CA and the Party. Money to be applied to discharge debts of candidate

(4) Where the candidate's financial statement shows a deficit and the candidate is entitled to be reimbursed for expenses under subsection (1), the money payable to his or her chief financial officer shall be first applied to discharge the debts creating the deficit and should any deficit remain thereafter, in the case of a candidate endorsed as the official candidate of a registered party, the deficit shall be assumed by the registered constituency association endorsing that candidate. R.S.O. 1990, c. E.7, s. 44 (4).

That an understanding between the Candidate, the Campaign CFO and the CA regarding financial control is required. The Candidate and Campaign CFO agree to the following:

1. All Campaign loans shall be made according to the Ontario Elections Act and Elections Finances Act. (Copies of the legislation can be found at www.elections.on.ca/en-CA and hereafter as the "Elections Laws").
2. All Campaign loans agreements shall be signed by the CFO of the CA under authorization of the CA Executive. The CA authorization must include a recorded vote for which all CA executive members have had the opportunity to vote.
3. No Candidate shall allow a deficit to transfer to the CA without the prior written agreement of the CA.
4. All expenses exceeding \$100 must have the prior written authorization of the Campaign CFO (eg Preauthorized Expense Form). All other expenses less than \$100 must be verbally approved by the Campaign CFO.
5. All approved expense claims shall be paid promptly.
6. At no time shall the Campaign accept personal loans or other loans that would contravene the Elections Laws or this Agreement.
7. The Campaign CFO will inform individuals incurring Campaign expenses with their personal funds of this agreement and ensure that the Campaign Expense Guidelines document is provided to all campaign workers.
8. Any claim that does not have the prior authorization of the CFO may be considered a donation and the Individual will be issued a Goods & Services receipt from the CA subject to Contribution rules.
9. The Campaign CFO will notify the CA CFO and the Party CFO promptly of any disputed claims.

The Party will only authorize a Nomination Contestant after they sign this agreement.

Name of Applicant

Signature of Applicant

Date

The Party will only authorize a Candidate after the Campaign CFO has signed this agreement (can be completed after nomination.)

Name of CFO

Signature of CFO

Date

SECTION 12: CANDIDATE ACCEPTANCE

In consideration of the Green Party of Ontario reviewing me for approval as a Nomination Contestant/Candidate for the Electoral District of _____

I, _____ agree to the following:

- i. Support the six principles of the Global Greens Charter and the Green Party of Ontario: ecological wisdom, social justice, participatory democracy, nonviolence, sustainability, and respect for diversity.
- ii. Abide by the constitution and any rules or procedures of the Green Party of Ontario.
- iii. Support the policies and election platform of the Party, except for those policies identified in this application form.
- iv. Comply with the *Ontario Elections Act*.
- v. Agree to keep confidential all membership lists of the Party.
- vi. Agree to sign a candidate pledge which includes:
 - a I pledge to conduct myself with honesty, integrity and treat others with respect;
 - b I pledge, if elected, to act responsibly and publish my expenses in a timely and transparent way;
 - c I pledge to conduct myself with civility, to never heckle in the legislature;
 - d I pledge to work tirelessly for my constituents; to keep their interests and the well-being of Ontario and the planet as my priority, ahead of party and self-interest.
- vii. Agree to keep confidential all appeals arising as a result of the Nomination Contest or Nomination Contestant application.
- viii. Agree to inform the Campaign Committee as soon as possible if the information in my Nomination Contestant Application changes.
- ix. Agree to refer all disputes relating to the Nomination Contestant Application, the Nomination Contest, and the candidate selection process to the Provincial Executive for review and, if deemed appropriate the Ombuds and Appeal Committee, and that the Ombuds and Appeal Committee and/or the Provincial Executive of the Green Party of Ontario shall have the final authority to resolve disputes.
- x. I will abide by any decision of these bodies without recourse to any other court or adjudicative body.
Agree that if the Party revokes my endorsement as a Nomination Contestant or Candidate, I will cease immediately to represent myself as a Nomination Contestant or Candidate.

Signature of Applicant

Name & Signature of Witness