



## Facade Improvement Grant Program Reimbursement Agreement

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This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Glenwood Springs Downtown Development Authority, a Colorado statutory authority (the "DDA") and \_\_\_\_\_ ("Grantee").

The purpose of this Agreement is to set forth the terms and conditions under which the DDA shall grant monies to the Grantee pursuant to Grantee's Façade Improvement Grant Application dated \_\_\_\_\_, 20\_\_(the "Application").

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*The DDA and the Grantee mutually agree to execute this Agreement according to the following terms and conditions.*

Grantee agrees to:

- Complete Grantee's improvement project (the "Project") in accordance with plans and/or specifications set forth in, and attached to, the Application.
- Commence the Project not later than \_\_\_\_\_ and complete the Project not later than \_\_\_\_\_, unless otherwise granted prior written extension of either or both of the dates by the DDA Board of the Directors.
- Indemnify and hold the DDA harmless from losses, damages, costs, claims and expenses of any nature, including attorney's fees, and from liability to any person or property arising from the conduct of any work authorized by Grantee in connection with the Project.
- Deliver to the DDA, prior to commencement of any work undertaken in connection with the Project, evidence of regulatory compliance and certificate(s) of comprehensive general liability insurance, including workman's compensation coverage, covering, as applicable, Grantee and Grantee's agents, contractors, subcontractors and assigns performing such work. Additionally, all necessary permits and approvals from the City of Glenwood Springs for lighting and electric work and an estimate from a licensed electrical contractor must be submitted prior to commencement of that work.
- Timely pay any and all costs and expenses incurred in connection with the Project, and promptly deliver to the DDA evidence of such payments.
- Prominently display on or about the premises that are the subject of the Project a sign that includes the DDA logo and the following language: Funding for this project is provided in part by the Glenwood Springs Downtown Development Authority.
- Properly maintain all funded improvements, including routine cleaning, during the **5 years** following installation. The DDA reserves the right to initiate claw-back penalties to

recapture funding pursuant to the grant if improvements are not maintained. Normal wear and tear is accepted and expected.

*Failure of Grantee to comply with any of the foregoing without first receiving written authority from the DDA shall render this Agreement null and void and shall release the DDA from any and all obligations hereunder.*

The DDA agrees to:

- Monitor the work in progress and, upon Grantee's notification, timely inspect the work for compliance with the plans and specifications set forth and referenced in the Application. Notwithstanding the foregoing, neither the DDA nor any of its officers, directors, employees or volunteers shall be responsible for the quality of materials or workmanship used in or associated with the Project.
- Reimburse Grantee in the amount of \_\_\_\_\_ for improvements provided all necessary permits and approvals from the City of Glenwood Springs for such work. The total grant amount shall not exceed \_\_\_\_\_ in total. Reimbursement shall be made upon Grantee's completion of the Project in accordance with the provisions of this Agreement and as described in the Application. Payment will be made directly to Grantee or Grantee's assign, at the DDA's discretion, following (1) receipt of Grantee's evidence of payment of all costs and expenses associated with the Project, (2) all exterior improvements to the facade are substantially completed and visible, and (3) certification by the DDA as to the satisfactory completion of the work.

GLENWOOD SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY SIGN NAME & TITLE:

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GRANTEE SIGN NAME & TITLE:

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