

FAÇADE IMPROVEMENT AGREEMENT
CITY OF PORTLAND DOWNTOWN DEVELOPMENT AUTHORITY
DOWNTOWN FAÇADE IMPROVEMENT PROGRAM



This Agreement is entered into on _____, 20____ by and between the CITY OF PORTLAND DOWNTOWN DEVELOPMENT AUTHORITY (DDA), an authority created under Act 197 of the Michigan Public Acts of 1975, as amended, and _____ (Applicant) and owner of the subject building located at _____, Portland, MI 48875

In consideration of the following terms and conditions, the DDA agrees to make funding available to Applicant for reimbursement of up to 50% matching funds, of the cost of making eligible improvements, up to a maximum reimbursement grant of \$ 10,000 for qualifying primary façade(s), or \$ 20,000 for multiple qualifying facades of the subject building located within the historic downtown area of Portland, MI. Applicant shall make improvements to the building as described in the Applicants Façade Improvement Program Application dated _____, 20____ (the "Improvements").

For the purposes of this specific project located at _____ the Applicant shall be eligible for a maximum grant reimbursement of \$ _____ based on the following:

\$ _____ Primary Façade	\$ _____ Other Qualifying Primary Façade
\$ _____ 2 nd Public Façade	\$ _____ 3 rd Public Façade

<u>Type of Eligible Expense</u>	<u>Maximum Reimbursement</u>
Rehabilitation/Restoration/Reconstruction	50% of costs or \$20,000, whichever is less
Preservation: Repainting	25% - 30% of costs up to \$2,500 - \$2,750

The conditions of this Agreement is as follows:

- 1. Work will not begin prior to receipt of this agreement.**
2. Owner of the property has signed and executed a Historic Preservation Easement with the Portland MI Downtown Development Authority for a term of five (5) years.
3. The information provided in the Portland Downtown Façade Improvement Program Application and its attachments are accurate and are incorporated by reference and attached hereto as Exhibit 1.
4. The project overview within the document titled "Portland Downtown Façade Improvement Program" as adopted by the DDA, determines the conditions of the program and are incorporated by reference and attached hereto as Exhibit 2.
5. If any changes in the Improvements are anticipated after the project is accepted, written approval of such changes must be first obtained from Design Team or DDA Director.

6. During the period of construction, the Applicant agrees to keep in full force and effect the following insurance coverage in limits acceptable to the City and DDA:
 - General Liability, bodily injury and property damage - \$1,000,000
 - Workers Compensation - statutory limits

7. Prior to beginning any work, Applicant shall provide to the DDA Director a Certificate of Insurance showing the above insurance and that the City of Portland, the City of Portland Downtown Development Authority, and their respective officers, employees and agents as additional insured parties.

8. The Applicant also agrees to indemnify, hold harmless and defend the City of Portland, the Portland Downtown Development Authority and their respective officers, employees and agents from any and all claims of any kind and nature arising out of or related to the facade improvement project including, but not limited to, claims for payment by subcontractors or suppliers of materials and labor.

9. All improvements made to the building shall comply with the Portland Code of Ordinances and applicable adopted building codes.

10. Improvements subject to this Agreement shall be completed within six (6) months from the date of this Agreement, unless extended in writing by the DDA Design Team. All reimbursement requests shall be presented to the DDA Director no later than sixty (60) days after the completion of construction and include:
 - Contractor receipts or letter with signature indicating paid in full.
 - Any other relevant receipts
 - After photo's of completed work

CITY PORTLAND DDA:

APPLICANT:

Chair Portland DDA Design Team

Building Owner

DATE: _____

DATE: _____

