



Façade Improvement Grant Reimbursement Agreement

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”).

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 _____, 20__, and complete the Project not later than _____, 20__, 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.
- 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.

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 \$ _____, 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, and (2) certification by the DDA as to the satisfactory completion of the work.

**GLENWOOD SPRINGS DOWNTOWN
DEVELOPMENT AUTHORITY**

GRANTEE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing FAÇADE IMPROVEMENT GRANT REIMBURSEMENT AGREEMENT was acknowledged before me this ____ day of _____, 2014, by _____ as _____ of [GRANTEE].

Witness my hand and official seal.
My commission expires: _____.

{SEAL}