



## FAÇADE REHABILITATION GRANT AGREEMENT

**AGREEMENT** made this \_\_\_\_\_, 20\_\_\_, between THE DOWNTOWN HAZLETON ALLIANCE FOR PROGRESS, 20 West Broad Street, Hazleton, Luzerne County, Pennsylvania ("DHAP"); and \_\_\_\_\_ (Name), \_\_\_\_\_, (Address), Hazleton, Luzerne County, Pennsylvania ("PROGRAM APPLICANT"); and \_\_\_\_\_ ("Contractor"), a \_\_\_\_\_ headquartered at \_\_\_\_\_.

**WHEREAS**, DHAP desires to undertake a Façade Rehabilitation Project ("FRP") in order to improve the physical appearance condition of building facades in downtown Hazleton; and

**WHEREAS**, the PROGRAM APPLICANT desires to receive such a FRP grant in order to provide for the rehabilitation of their facade; and

**WHEREAS**, the PROGRAM APPLICANT agrees to have the improvements completed in accordance with the schematic design and conditions provided by DHAP; and

**WHEREAS**, the PROGRAM APPLICANT agrees to obtain quotes from responsible contractors.

**WHEREAS**, the PROGRAM APPLICANT in return for the value received in the FRP, agrees to maintain the façade for a ten year period, and complete continued maintenance and upkeep of the property; and

**WHEREAS**, the PROGRAM APPLICANT agrees not to make any additional changes to the façade (including the addition or removal of features) following completion of the rehabilitation project without written approval from DHAP; and

**WHEREAS**, the CONTRACTOR agrees for the amount of \$\_\_\_\_\_ to perform the work in accordance with the design schematic/specifications and Contractor's proposal for services, a copy of all of which is attached as Exhibit "A" and made a part hereof.

**WHEREAS**, All work to be done on the project shall be the sole responsibly of the property owner. DHAP is not responsible for any work undertaken under this Façade Rehabilitation Project. The Program Applicant, in consideration for receiving funds for the Façade Rehabilitation Project, as outlined in greater detail in this agreement, agrees to indemnify, defend, and hold harmless DHAP, and its officials, employees, agents and the like from and against any and all liability, loss, damage, faulty workmanship, expense, costs (including attorney fees), or liens made against the property that may arise out the funded project described herein.

**NOW THEREFORE**, in consideration of the mutual covenants herein and intending to be legally bound hereby, the parties agree as follows:

DHAP agrees to award a grant in the amount of \$\_\_\_\_\_ for the purpose of rehabilitating and providing façade improvements at the premises located at \_\_\_\_\_.

In the event the selected contractor's proposal for services to complete the work in accordance with the FRP design schematic/specifications is above the grant amount, the PROGRAM APPLICANT will be responsible for any and all additional costs.

The FRP grant shall be paid to the Program Applicant and the Contractor as a dual payee check in one lump sum when the work under the contract is successfully completed and approved by the PROGRAM APPLICANT and DHAP.

To the fullest extent allowed by the law, the PROGRAM APPLICANT and the Contractor shall indemnify, defend diligently and hold harmless DHAP, its board members, officers, employees and agents from and against any and all losses, liabilities or claims of any kind including, but not limited to, any claims by any person or entity for injury of any kind to person or property, including any and all claims of employees of PROGRAM APPLICANT or Contractor, as well as any claim of any nature whatsoever for damage to real or personal property, faulty workmanship, expenses of any kind (including all attorney's fees) or liens of any kind (each a "Claim") which are in any way related to this Agreement, the funded project described in this Agreement or any work of any kind related to that project.

This Agreement constitutes the entire understanding between all parties and may not be changed unless in a written instrument signed by all parties.

No parties to the Agreement may assign its rights or delegate its duties without the express written consent of DHAP.

The Agreement shall be binding upon the parties and their respective heirs, executors, administrators, successors and assigns.

**IN WITNESS WHERE OF**, the parties hereto have executed this Agreement.

WITNESS:

\_\_\_\_\_  
(name)

\_\_\_\_\_  
(signature)

PROGRAM APPLICANT

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(name)

\_\_\_\_\_  
(signature)

CONTRACTOR

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(name)

\_\_\_\_\_  
(signature)

DHAP

\_\_\_\_\_  
(date)