

YOU DO NOT NEED TO SIGN OR SUBMIT THIS NOW.
IF YOUR APPLICATION IS APPROVED WE WILL
SEND YOU THIS CONTRACT FOR SIGNATURE.

**UPPER UNION STREET BID
FAÇADE IMPROVEMENT PROGRAM
GRANT AWARD AGREEMENT**

Parties:

The Union Street Business Improvement District, acting through a funding agreement with Schenectady Metroplex ("METROPLEX") to provide façade grants for buildings in the District (hereinafter referred to as "the BID")

and the building Owner:

(hereinafter referred to as "Owner")

and the program Applicant (if the Owner is the applicant, write "same"):

same

(hereinafter referred to as "Applicant").

Premises that are the subject of this agreement:

(hereinafter referred to as "Premises").

A. The undersigned Owner herein, for value received, and for the reliance of the BID and METROPLEX, and to induce the BID to provide funding or other accommodation or benefit to Owner with or without security and covenants, agrees as follows:

1. I am the owner of the Premises situated in the Union Street BID assessment area in Schenectady. Other than those signing below as Owner, there are no other owners or persons having a title interest in the Premises.
2. I warrant and represent that the Premises are free and clear of all judgments, liens, encumbrances and restrictions, including mortgage liens, except as here stated (state all in detail):

_____ (li
st mortgage or liens)

3. I agree to ensure that the façade improvements to be completed on my property in accordance with this Agreement shall be in compliance with and adhere to all applicable provisions of the State of New York New York State Dept of State "Codes of New York State" City of Schenectady Building ordinances, requirements of the City's Code Enforcement officer and of any fire or liability insurance underwriter insuring Premises, and all other applicable statutes, codes or regulations, whether federal, state or local, and to maintain such work during the term of five years following substantial completion of all façade improvements in conformance with same. I give permission to the City's Codes Enforcement Officer and the BID's façade program representatives to inspect the façade improvements at reasonable times and frequency during the said five year term, upon said officer and representative attempting in good faith to give reasonable notice before such inspection. I also agree that during said five year term any modifications I make to the exterior of Premises shall be in compliance with the Upper Union Design Guidelines, and that I will submit plans for any such modifications to the Façade Committee of the BID prior to construction.

B. The undersigned Applicant herein, for value received, and for the reliance of the BID and METROPLEX, and to induce the BID to provide funding or other accommodation or benefit with or without security and covenants, agrees as follows:

4. Once the Scope of Work is fully defined to my satisfaction, I will increase my escrowed amount to 50% of the estimated eligible façade rehabilitation costs and 100% of any estimated ineligible costs. These amounts shall be deposited in the escrow account specified by the BID prior to execution of any contract for rehabilitation work.

As the project progresses, I acknowledge that there may be a change in the estimated costs resulting from a variance between contractor bid amounts and original estimates, change orders, and other unforeseen circumstances arising during the work. In such event I will have the option to agree to the modification of the estimated costs. If I agree to such modification, I will place in escrow additional funds as necessary to meet these additional costs.

I acknowledge that the BID is providing for architectural services in the amount of 25% of final construction costs as part of this program and that any architectural fees above that amount are my responsibility.

C. The undersigned Owner and Applicant herein, for value received, and for the reliance of the BID and METROPLEX, and to induce the BID to provide funding or other accommodation or benefit with or without security and covenants, agree as follows:

5. Architectural Design Services: I agree that with respect to any architectural services provided by the Program Architect, the Program Architect's responsibility and liability shall be strictly limited to the eligible project scope, consistent with the Upper Union Street BID Façade Improvement Operating Guidelines. Any additional design or construction scope, building defects, code violations, etc, are outside the Program Architect's responsibility and liability.

6. I authorize the BID, as my representative, to expend the sums in escrow, pursuant to the terms of the separate agreement to be executed between me and the contractor selected to perform the rehabilitation construction work. All such

payments must be approved by both the Applicant and the Owner prior to payment. After final payment to contractor, all sums remaining in escrow shall be promptly refunded to the Applicant.

7. The Owner/Contractor Agreement to be executed in furtherance of this Grant Agreement shall require that the Contractor give all notices required by and comply with all applicable laws, ordinances, regulations and codes of the City of Schenectady, the State of New York, and the United States, and shall at his own expense, secure and pay the fees or charges for all permits required for the performance of the work. Contractor shall be required to have each phase of work inspected by the Applicant and the Upper Union Street BID and approved before proceeding to next phase of work.

8. I agree to allow the BID to post a sign identifying the BID and Metroplex as project participants on Premises. Such sign may be posted any time subsequent to execution of this agreement, at a location approved by the Owner and shall be removed by the BID at the completion of the project.

9. I agree to comply with all requirements imposed by or pursuant to requirements of this façade rehabilitation program as set forth in the "Upper Union Street BID Façade Improvement Operating Guidelines" (the Operating Guidelines), and I acknowledge that I have received and reviewed a copy of said Guidelines.

10. I agree that this agreement may be terminated by the Applicant or the Owner at their convenience to be effected by written notification to the BID, and that this agreement may be terminated by the BID only in the event of a default by the Applicant, including any failure to comply with section 9 above.

Upon termination, if the Applicant had previously escrowed any funds in conjunction with the project, these funds will be used to reimburse the BID for any program funds expended for administrative, architectural or construction services. Any balance remaining after this reimbursement will be returned to the Applicant.

11. I hereby agree to indemnify and hold harmless the BID, its agents, employees, successors and assigns from any and all claims, demands, causes of action, administrative action, judgments, costs or expenses (including, but not limited to reasonable attorney fees, and any and all costs, fees and expenses incurred in representation and defenses of the BID), liabilities, damages or losses which may be asserted by or against the BID arising in connection with services rendered pursuant to, or in furtherance of this agreement.

12. Waiver of Liability Clause: Nothing in this Agreement nor any act of the Upper Union Street BID, the Schenectady Metroplex Development Authority or the City of Schenectady in either the inspection of work, approvals given, or payments made, shall be construed as a Warranty for the work performed under this Agreement, and the Applicant and Owner hereby expressly waive any such claim.

13. I covenant that all of the information given by me during application process is true and complete to the best of my knowledge. I realize that any false statement or omission will require my disqualification from the program.

14. I agree that title to all work completed in course of construction and of all materials on account of which any payment has been made shall be in the Owner. This shall include but not be limited to all open unused painting materials for the site.

15. I agree that neither the Owner nor the Applicant shall assign this Grant Agreement without the written consent of the Upper Union Street BID and that such request for assignment of said Grant Agreement must be addressed to the Upper Union Street BID, 1737 Union Street, Suite 1 Schenectady. New York 12309

16. Notwithstanding anything herein to the contrary, each of the terms hereof as applicable shall survive approval of the application for benefits, closing of the grant, repayment, and for a period of five years following the substantial completion of façade rehabilitation construction work.

17. The singular when used herein shall include the plural, and vice versa. If there is more than one Owner, each shall be separately liable. The word "the BID" shall include the BID's administrators, representatives, successors and assigns; the word "Owner" shall include Owner's distributees, executors, administrators, successors and assigns; the word "Applicant" shall include Applicant's distributees, executors, administrators, successors and assigns.

18. This agreement contains all of the terms and may not be changed or ended orally.

19. Notices and demands shall be in writing and may be delivered in person or sent by first class mail, at the addresses set forth below:

Upper Union Street BID: 1737 Union Street, Suite 1 Schenectady, NY	Owner: _____	Applicant: <u>same</u>
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20. Grant amount \$-----.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

Applicant

Date

Union Street BID

Date

STATE OF NEW YORK, COUNTY OF SCHENECTADY

ss.:

On the _____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK, COUNTY OF SCHENECTADY

ss.:

On the _____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public