

## City of Lowell

### Façade Grant Agreement

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the CITY OF Lowell (City) and \_\_\_\_\_ (Grantee), whose address is \_\_\_\_\_.

WHEREAS the City has approved a façade improvement grant to Grantee subject to the execution of this Agreement, and Grantee desires to accept the grant and to abide by the terms of this Agreement, and

WHEREAS the City has approved a grant in an amount not to exceed \_\_\_\_\_ for façade improvements at \_\_\_\_\_, Lowell, North Carolina,

NOW THEREFORE, the parties agree as follows:

1. Grantee reaffirms that all information provided to the City in its Façade Grant Application is correct and accurate.
2. Grantee has read and agrees to abide by the provisions and requirements of the City of Lowell Façade Grant Program.
3. All work performed by Grantee will be consistent with the approval by the City. If Grantee desires to make any changes in the project, Grantee will obtain written approval from the City before implementing such changes. Grantee understands that the City is not required to approve any changes.
4. Grantee agrees to complete the improvements within four (4) months from the date of this Agreement and understands that failure to complete the improvements within such period will result in forfeiture of the grant. Grantee may request one (1) extension for two (2) additional months based on compelling reasons for the delay. Grantee understands that the City is not required to approve the request for extension.
5. Grantee understands that the grant will be paid to Grantee only upon completion of the work, submission of all dated statements or invoices to the City, and approval by the City of the completed work.
6. Grantee will notify the City immediately if Grantee's interest in the subject property changes in any way. This Agreement is not assignable by Grantee without prior written approval of the City, which will not be unreasonably withheld.
7. Grantee hereby grants to the City the right to use pictures, renderings, or descriptions of the work for any and all promotional purposes desired by the City.

IN WITNESS THEREOF, the parties have signed this Agreement on the day and year first written above.

WITNESSES FOR THE CITY

CITY OF LOWELL

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By: Scott Attaway, City Manager

WITNESSES FOR THE GRANTEE

GRANTEE

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_

WITNESSES FOR OWNER

OWNER (if other than Grantee)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_