

**EAST HARRIET FARMSTEAD NEIGHBORHOOD ASSOCIATION
BUSINESS FAÇADE IMPROVEMENT PROGRAM
MATCHING GRANT AGREEMENT**

Date of Agreement: _____

Property Owner(s) or Lessee(s): _____ (herein referred to as “Grantee”)

Property Address: _____, Minneapolis, MN (herein referred to as “Property”)

Grant Amount: \$ _____ (herein referred to as “Grant”)

Match Amount: \$ _____ (herein referred to as “Matching Funds”)

Project Total: \$ _____ (grant amount and match amount combined)

The Grantee will receive a Grant in the amount specified above pending Grantee’s compliance with (1) the East Harriet Farmstead Neighborhood Association (EHFNA) Business Façade Matching Grant Program *Business Guidelines*, (2) this Agreement, (3) program application, and (4) confirmation letter provided to the Grantee by EHFNA that is dated _____.

1. The Grantee certifies that he/she is an owner of record of the Property where the funds will be used to finance repairs and/or improvements; or where not the owner of record of the Property, has obtained the Owner’s written authorization to cause the repairs or improvements to be made.
2. Work performed at the Property shall be as stated in the contractor(s) bid(s) obtained by the Grantee or the Grantee’s materials list submitted with (or a subsequent part of) the Grantee’s application for the Grant.
3. Any contractor(s) who perform work at the Property must meet City of Minneapolis licensing, building permit, and building code requirements.
4. If the Grantee is performing any work, Grantee understands that upon completion (1) all work must meet City of Minneapolis zoning code, building permit, and building/housing code requirements and (2) grant funds can **only** be used to compensate for materials, **not** for the purchase or rental of tools and equipment or the labor of the Grantee, a friend, a relative, or someone with a financial interest in the business or property receiving the grant funds.
5. All improvements must be completed and reimbursement request documents provided to EHFNA within six (6) months of the date on the confirmation letter.

Initial: Grantee	_____	Date	_____
Building Owner	_____ (if applicable)	Date	_____
EHFNA	_____	Date	_____

6. The Grantee is solely responsible for all incurred expenses and liabilities related to the project. The Grant funds will be disbursed to the contractor(s) and/or Grantee by EHFNA based upon the receipt and review of **items a through e** below. The Grantee must submit the following items to EHFNA upon completion of the work. **If more than one contractor** is used, there must be completed sets of the items listed below for each contract/contractor:
- a. a completion certificate (copies provided to Grantee) filled in and signed by the Grantee and contractor;
 - b. for work requiring a city permit, proof of final inspection by the City of Minneapolis Inspections Department (send a copy of the permit signed off by the responsible City Inspector); for work NOT requiring a city permit, call the EHFNA Grant Coordinator when the work is complete;
 - c. a final invoice from the contractor showing the total project cost;
 - d. proof of full payment of total project cost to contractor, showing the total project costs in all of these three forms:
 - 1) **Lien waiver** a statement issued by the contractor that advises the client they, the contractor, (1) have been paid in full for the total project cost, (2) are satisfied with the compensation for the work they performed, and (3) waive their right to place any liens on the property for the work completed (*If there are significant material costs, it can be a good idea to obtain a lien waiver from the materials supplier, advising that the contractor paid them in full.*)
 - 2) **Cancelled check**: a copy of the actual cancelled check(s), returned to you by the bank that paid the contractor who completed the work. Both the front and back of the check must be copied and must be made payable to the contractor for the amount of the total project cost **AND**
 - 3) **Signed receipt**: a properly executed receipt is signed by an authorized officer of the firm that completed the work and includes the contractor's name, address, telephone number, and notation that the total project cost was paid in full
 - e. photographs documenting the completed work, taken from the same locations of the "before" photographs required in the initial application.
7. As this is a reimbursement program, East Harriet Farmstead Neighborhood Association will only provide payment to the Grantee after completion of the items referenced in paragraphs 1 through 6 above.
8. Hold Harmless - The Grantee shall hold harmless, defend and indemnify the City of Minneapolis, the Minneapolis Neighborhood Revitalization Program, and the East Harriet Farmstead Neighborhood Association, its officers, members, staff and sub-contractors from any and all claims, actions, suits, charges and judgments whatsoever, including reasonable attorney's fees, that arise out of the Grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

Initial: Grantee	_____	Date	_____
Building Owner	_____ (if applicable)	Date	_____
EHFNA	_____	Date	_____

GRANTEE

Signature

By: _____
(Please Print Name)

Its: _____
(Please Print)

PROPERTY OWNER
(IF DIFFERENT THAN SUBGRANTEE)

Signature

By: _____
(Please Print Name)

EAST HARRIET FARMSTEAD NEIGHBORHOOD ASSOCIATION

By: Matt Perry
Its: Chair