

FAÇADE GRANT PROGRAM AGREEMENT

THIS AGREEMENT made and entered into on the date set out below, by and between the City of Yreka, hereinafter referred to as “City” and _____, hereinafter referred to as “Applicant.”

The Applicant and the City certify and agree to the terms and conditions as set forth below:

1. The Applicant is the owner of or tenant in good standing of a certain property located at _____ in the City of Yreka, California, hereinafter referred to as “Property,” lying within an area where the City is conducting an Yreka Historic Downtown Façade Grant Program as described in the Program Guidelines, a copy of which has been provided to the Applicant.
Owner consent: A tenant must have the property owner’s permission to undertake the proposed improvements. This Agreement does not cover any liability of a tenant to the property owner in connection with the improvements proposed to be done.
2. The Property is used for commercial, retail, office, and/or mixed-use purposes and Applicant’s proposed improvements to the Property listed in the Program Application are eligible improvements as described in the Program Guidelines.
3. All improvements to be undertaken will be consistent with all applicable Zoning and Building Codes. **No work shall be done until all appropriate permits are issued for the work under Title 17 of the Yreka Municipal Code.**
4. This Agreement is not an approval to proceed. Only the work that is agreed to by the City and the Applicant, which will be outlined in a formal written notice to proceed to be provided to the Applicant by the City upon application approval and permit issuance, will be eligible for reimbursement. Any changes to the project that are not approved by the City in writing will not be eligible for reimbursement. Any work that is begun by the applicant prior to receiving a written notice to proceed from the Agency will not be eligible for reimbursement.
5. The City will rebate a portion of the cost of eligible façade improvements as described in Program Guidelines. Reimbursement claims for all eligible expenses for completed improvements must be accompanied by the following support documents: applicable planning and building permits, canceled checks and paid invoices/receipts for eligible work.
6. Applicant agrees to allow the City or its agent’s access to buildings and improvements, when convenient for all parties, for inspection of the Yreka Historic Downtown Façade Grant Program work.
7. In accordance with the terms of this Agreement, the Applicant shall hire all personnel and pay for all labor, materials, tools, transportation, services, City Business license, licenses and permits necessary to perform or cause to have performed, all work as specified in the Application. Applicant is aware of Labor Code Section 3700, which requires workers compensation insurance or self insurance for employees.
8. Upon the signing of this Agreement, the Applicant shall have a period of 180 days in which to finish work as specified in the Application. Extensions, if warranted, may be granted at the

discretion of the City. No change to work without the written consent of both the City and Applicant will be permitted.

9. The Applicant shall give all required notices and comply with all applicable laws, ordinances, and codes and shall, at their expense, secure and pay all said fees and charges for the performance of the work.
10. Applicant understands and agrees that the City of Yreka, their officers, agents, and employees shall have not responsibility or liability for any (1) materials or labor furnished for the improvements described in this Agreement or (2) the failure or inadequacy of performance or defective workmanship or materials in regard to the agreed-upon improvements. Applicant shall indemnify, release, defend and hold the City, its officers, employees, volunteers, and agents harmless from all claims, losses, liabilities, damages, suits, actions or proceedings by any person including Applicant, Applicant's employees or agents for personal injury, death or property damage or any other loss or claim from any cause whatsoever in whole or in part arising out of this Agreement or the activities completed hereunder. This indemnification shall not include the sole active negligence or willful misconduct of the City, its officers, employee's volunteers, or agents.
11. This Agreement incorporates the following documents as fully a part of this Agreement as if set forth herein: a) Yreka Historic Downtown Façade Grant Program Guidelines; and b) Yreka Historic Downtown Façade Grant Program Application.

Executed this ____ day of _____, 2013.

City of Yreka

City Manager

Property Owner

Applicant

Consent of Property Owner:

Property Owner has read the foregoing Agreement and consents to the proposed improvements as described.

Property Owner