

**FAÇADE IMPROVEMENT  
GRANT AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the Plantation, Florida, Plantation Gateway Development District, a Florida body corporate and politic (“Gateway”) and \_\_\_\_\_, located at \_\_\_\_\_, (“Recipient”) (hereinafter each may be referred to individually as “party” or collectively as “parties”).

WHEREAS, it is the policy of the Gateway to stimulate and encourage economic growth and development, and arrest blighting influences to carrying out its municipal and public purposes; and

WHEREAS, the Gateway has created a Façade Improvement Grant Program (“Program”) which will allow property owners within the Gateway area to apply for and receive grant funding to improve their property in accordance with the Program; and

WHEREAS, to facilitate the Program, the Gateway has created an application which includes guidelines to govern plans and concepts for the proposed improvements (the “Program Guidelines”); and

WHEREAS, Recipient acknowledges that they are the owner of the property located at \_\_\_\_\_ (the “Property”); and

WHEREAS, the Gateway and Recipient desire to enter into this Façade Improvement Agreement (“Agreement”) for the installation of improvements to the façade and the structure of the Property (the “Project”); and

WHEREAS, this Agreement is consistent with the Gateway’s Program, the Gateway’s Redevelopment Plan, and serves both a municipal and public purpose and is in the public's best interest, to award a grant to the Recipient pursuant to the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein the Gateway and the Recipient agree as follows:

**Findings and Intent:**

- (A) The recitals set forth above in the “Whereas” clauses are hereby ratified by the parties as being true and correct and are incorporated herein.
- (B) Recipient meets the eligibility requirements specified in the Program Guidelines.
- (C) The parties hereto recognize, acknowledge, and do mutually find that the financial assistance provided pursuant to this Agreement is an important inducement to the Recipient undertaking the Project.

- (D) The Gateway and Recipient expressly agree that time is of the essence with regard to completion of the Project as set forth in this Agreement and failure by Recipient to complete Project shall, at the option of the Gateway, in addition to any of the Gateway's rights or remedies, relieve the Gateway of any obligation under this Agreement without liability.

**Gateway obligations and responsibilities:**

- (A) Upon completion of the Application and all prerequisites to begin work on the Project (including, but not limited to, obtaining all necessary permits), the Gateway will execute the Agreement and authorize the disbursement of grant funds to the approved vendors to pay for the construction materials chosen by Recipient up to a maximum grant of \_\_\_\_\_ and 00/100 Dollars (\$0,000.00), (the "Grant Funds"). In the event that Recipient fails to complete the Project within one hundred twenty (120) days from the effective date of this Agreement, the Recipient shall be liable for reimbursement of all Grant Funds disbursed for the Recipient's Project.
- (B) The Project authorized as part of this Agreement are limited to renovations to the exterior and storefront of the building on the Property. The Project is more fully described in **Exhibit "A"**, which is attached hereto and incorporated herein by reference.
- (C) The Gateway shall not be liable for payments for improvements beyond the scope of the Project or for improvements which are made after 120 days.
- (D) The Gateway shall not be a party to nor is it liable for any contractual payments to any contractors, architects or other third parties. Payments to any contractors, architects or other parties are the sole responsibility of the Recipient.
- (E) In no event will Gateway, its board members, agents, officers, directors, elected officials, or employees be liable to Recipient for indirect, exemplary, punitive, special, or consequential damages in connection with the quality of materials chosen by the Recipient under this Agreement under any theory of law or equity (whether in contract, tort, negligence, strict liability, by statute, or otherwise).
- (F) THE GATEWAY HAS NO LEGAL RIGHTS TO OR OWNERSHIP INTEREST IN THE MATERIALS CHOSEN BY THE RECIPIENT AND AS SUCH DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING CONSTRUCTION MATERIALS UTILIZED IN THE PROJECT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, SATISFACTORY QUALITY, TITLE, SECURITY, NONINFRINGEMENT, UNINTERRUPTED OR ERROR-FREE USE, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OR TRADE.
- (G) Should the Recipient fail to complete the approved project within 120 days, the

Recipient grants the Gateway the right to record this agreement, which will serve as a lien against the Property, in in the Public Records of Broward County, Florida, in the amount of the disbursed Grant Funds.

**Recipient obligations and responsibilities:**

- (A) The Gateway agrees to provide, and, subject to the terms and conditions of this Agreement, Recipient agrees to accept Grant Funds in an amount not to exceed \_\_\_\_\_ and 00/100 Dollars (\$0,000.00). Such Grant Funds shall be paid to the approved Program vendors within thirty (30) days from the date the vendor submits invoice to the Gateway and the recipient can confirm receipt of the materials listed in Exhibit A.
- (B) Recipient acknowledges and agrees that the Grant Funds and are to be used solely for the Project construction materials.
- (C) Recipient hereby certifies that it has or will retain adequate contractor/vendor to oversee execution of its obligations under this Agreement.
- (D) Recipient acknowledges and accepts the Program Guidelines. Recipient understands and agrees that its satisfaction with the quality of construction materials provided for in the Program Guidelines is not guaranteed by the Gateway. Recipient agrees that the Gateway is not liable to the Recipient for the construction materials chosen by the Recipient. It is expressly understood and agreed by the Recipient that it assumes all risks incident to the choice of construction materials and the installation of the construction materials as a participant in the Program.
- (E) Recipient understands and agrees that no Grant Funding will be provided unless and until building permits, if needed, for the Project have been approved and received by the Recipient.
- (F) Recipient shall comply with all applicable federal, state, county and municipal laws, ordinances, codes and regulations; including, but not limited to the City of Plantation.
- (G) Should the Recipient fail to complete the approved project within 120 days, the Recipient grants the Gateway the right to file this agreement, which will serve as a lien against the Property, in the amount of the Grant Funds, or portion thereof, as applicable.

**Terms of Agreement; Lien**

- (A) The effective date of this Agreement is the date of execution by the last party who executes this Agreement.
- (B) The Project must be completed and all permits satisfied within one hundred twenty (120) days from the effective date of this Agreement.

- (C) Recipient shall not be entitled to any payment or compensation of any kind from Gateway or City of Plantation for lost profits, direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable.

### **Indemnification**

For good and valuable consideration herein provided, the receipt of which is hereby acknowledged by the Recipient, the Recipient agrees to indemnify, defend and hold harmless, the Gateway, its board members, agents, officers, directors, elected officials, or employees from any and all liabilities, damages, penalties, judgments, claims, demands, costs, losses, expenses or attorneys' fees through appellate proceedings, for personal injury, bodily injury, death or property damage to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Recipient, its agents, employees or contractors arising out of, in connection with or by reason of, the performance of the Project contemplated by this Agreement. The indemnification shall survive the Agreement's termination.

### **Miscellaneous**

- (A) This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Broward County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
- (B) The Gateway and Recipient acknowledge and agree that this Agreement satisfies, fulfills and is pursuant to and for a public purpose and municipal purpose and is in the public interest, and is a proper exercise of the Gateway's power and authority under Florida Law.
- (C) In no event shall any obligation of the Gateway under this Agreement be or constitute a general obligation or indebtedness of the Gateway.
- (D) This Agreement is not assignable.
- (E) There shall be no presumption that the ambiguities in this Agreement will be resolved against the party that caused it to be drafted, nor will this Agreement be construed against the Gateway, the City of Plantation, its board members, agents,

officers, directors, elected officials, or employees solely because it was the party that caused this Agreement to be drafted.

(F) If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

(G) This Agreement shall inure to the benefit of and shall be binding upon the Gateway and Recipient and their respective successors.

(H) The Gateway and Recipient agree that this Agreement, the Application and the Program Guidelines sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by The Gateway and Recipient.

**Designated Representatives**

The names and addresses of the Designated Representatives of the parties in connection with this Agreement are as follows:

AS TO AGENCY: Mayor, Chair  
Plantation Gateway Development District  
400 NW 73rd Avenue  
Plantation, FL 33317

With copy to: Planning, Zoning & Economic Development  
City of Plantation  
400 NW 73rd Avenue  
Plantation, FL 33317

AS TO RECIPIENT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have set their hands and their respective seals affixed as of the date and year set forth above.

**Plantation Gateway**

**Recipient**

\_\_\_\_\_  
Print Name & Date

\_\_\_\_\_  
Print Name & Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Project Completed \_\_\_\_\_

Amount \_\_\_\_\_

Date of Check \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing Agreement was acknowledged before me this \_\_\_\_ of \_\_\_\_\_, 2019 by Lynn Stoner as Chair of the Plantation Gateway Development District of the City of Plantation, who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification and did (did not) take an oath.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_

My commission expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing Agreement was acknowledged before me this \_\_\_\_ of \_\_\_\_\_, 2019 by \_\_\_\_\_, of \_\_\_\_\_ a Florida \_\_\_\_\_, who, on behalf of said \_\_\_\_\_, is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification and did (did not) take an oath.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_

My commission expires: \_\_\_\_\_

