

## FACADE GRANT PROGRAM AGREEMENT

This Facade Grant Program Agreement (“Program Agreement”) is made and entered into by and between the City of Ardmore, Oklahoma, a Municipal Corporation (hereinafter the “City”) and \_\_\_\_\_ (List all owners’ names), a single person, single persons, married persons, joint tenants, or whatever the case may be (hereinafter “Owner”).

WHEREAS, in order to encourage the redevelopment of the Downtown District, the City of Ardmore has agreed to offer reimbursement grants for approved façade renovations for buildings within the area; and,

WHEREAS, the undersigned Owner desires to participate in the Program and understands that his/her/their Application for the Facade Grant Program has been approved.

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions herein stated and in consideration of the benefits, which will accrue to the parties, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. Guidelines and Project Location. Owner has received, read and fully understands the **Facade Grant Program Guidelines** provided with the Application. This Program Agreement is solely and exclusively for the repairs of the facade as described in the approved application and the work will take place at the property located at the following address: \_\_\_\_\_, Ardmore, OK (“Project Location”).
2. Reimbursement. The Owner has provided the City with an estimate of the total cost of this repair in the amount of \_\_\_\_\_ dollars and \_\_\_\_\_ cents (\$\_\_\_\_\_). City agrees to provide reimbursement funds in the amount of \_\_\_\_\_ dollars and \_\_\_\_\_ cents (\$\_\_\_\_\_), which is equal to one half (1/2) of the total estimated cost or a maximum of Five Thousand Dollars (\$5,000.00). In no event shall City reimburse the Owner for more than fifty percent (50%) of actual costs or Five Thousand Dollars (\$5,000.00).
3. Term. This Agreement will expire six (6) months after it is approved by both parties unless the term is extended and agreed to by both Parties in a written amendment. All work at the Project Location must be completed within this period.
4. Incorporation and Amendments to Owner’s Plan. The **Facade Grant Program Guidelines** and Owner’s Application are fully incorporated into this Agreement as if fully set out herein. The drawing of the improvements including in the Application, or agreed to during the review process, **is attached hereto** and shall be followed. In the event that Owner has to make changes to the drawings and/or plans, the changes must be approved by the Historic Preservation Board and then resubmitted to the Facade Grant Committee for review. Only changes approved by the Facade Grant Committee shall be reimbursable.

5. Notices. Whenever a notice is required to be given in writing and under the terms of this agreement, or any extension thereunder, such notice shall either be delivered or mailed by certified mail, return receipt requested to the respective parties at the following addresses:

As to the City:

Office of the City Manager  
23 South Washington  
Ardmore, OK 73401

As to Owner:

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

or at such other address as a party shall specify by like notice to the other party hereto. Notices shall be effective on the date of delivery.

6. Termination and Removal from the Program. Failure of Owner to follow the **Facade Grant Program Guidelines** and/or to agree to any Amendment to this Agreement may result in the termination of this Agreement and the removal of the Owner's project from the Facade Grant Program. In the event that the project is removed from the Program, the needed repairs to the building will remain the responsibility of the Owner and the City of Ardmore shall have no responsibility to the Owner under this Program.

7. General Terms.

- A. Governmental Tort Claims Act. By entering into this Agreement, City and its "employees," as defined by the Governmental Tort Claims Act, 51 Okla. Stat. § 151 *et seq.*, do not waive sovereign immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this Agreement modifies and/or waives any provision of the Local Government Tort Claims Act.
- B. Construction. Captions and other headings contained in this contract are for reference and identification purposes only and do not alter, modify, amend, limit, or restrict the contractual obligations of the parties.
- C. Compliance with Laws. The parties shall conduct business under the terms of this Agreement in such a manner that it does not violate federal, state, or local laws or regulations applicable to its operations under the terms of this Agreement.
- D. Binding Effect. This Agreement binds the parties and any successors and assigns of the parties.
- E. Assignment. The Agreement may not be assigned by the Owner without the prior written consent of the City.
- F. Severability. If any one or more of the sections, sentences, clauses, or parts of this Agreement be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this Agreement.



**ATTACHMENT**

APPROVED DRAWING OF IMPROVEMENTS