

LETTER OF AGREEMENT
Commercial Building Restoration Matching Grant

The Superior Business Improvement District herein known as BID and the commercial property or business owner hereafter know as the applicant agree as follows:

1. **The BID shall:**
 - A. Provide grants as outlined in the Commercial Building Restoration Matching Grant Program project on a first come first serve basis until the fund is depleted or the program is ended by the BID Board of Directors or the funding source.
 - B. Provide personnel and committee members to administer the Commercial Building Restoration Grant Program.
 - C. Provide personnel to assist with the application process.
 - D. Provide personnel to monitor the project until completion and provide proper documents to the funding agent for authorization of payment
 - E. Suspend or terminate this agreement in the event the Applicant fails to perform according to this agreement or when the BID and the Applicant agree to terminate the agreement.

2. **The Applicant(s) shall:**
 - A. Comply with the BID Design Standards as described in the Commercial Building Restoration guidelines, the National Mainstreet Guidelines, and the American with Disabilities Act guidelines
 - B. Provide the BID with preliminary drawings and once approved as an eligible project, submit an application to include a description and final design drawing, three bids from contractors*, a project budget, a timetable for completing the project. (Contractors must meet the Federal Wage & Hour Standards as set at the time of the bid.)
 - C. Submit for review, any proposed architectural changes of the previously approved design.
 - D. Provide the CITY with all information necessary to document compliance with applicable Federal Regulations, State and Local Statues, Building and Zoning Codes.
 - E. Submit to the BID upon project completion, paid invoices, canceled checks if requested and lien waivers to substantiate the cost of the project.
 - F. Agree to an on site inspection during construction and a final inspection by the BID by the BID Design Committee and the BID Executive Director.
 - G. Agree to and holds the BID harmless and hereby indemnifies the BID against any claims or demands of any persons or organizations arising by reason of this agreement.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals

as of _____ day of _____, 200

Applicant

**Superior Business Improvement District
Board Chair**

Applicant

The BID has the authority to suspend or terminate this Agreement in the event the APPLICANT fails to perform according to this agreement, the approved design, or a change to the approved design without approval from the BID or when the BID and/or the APPLICANT agree to terminate this agreement.

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