# GRANT AGREEMENT

This Historic Property Grant Agreement ("Agreement") is entered into as of the Effective Date, by and between **Alamance County Preservation Alliance, Inc**, a North Carolina non-profit corporation ("**ACPA**" or "**Preservation Alamance**"), and Grantee(s) as defined below ("**Grantee**"). ACPA and Grantee may collectively be referred to as the "parties" or each a "party."

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## ARTICLE 1: DEFINITIONS

The following terms used in this Agreement shall have the meanings defined below:

1.1 "**Effective Date**" shall mean the date on which this Agreement between ACPA and Grantee is fully executed by both parties.

1.2 "**Grant Year**" shall mean calendar year _____.

1.3 "**Grantee**" shall mean the following property owner(s): **Grantee Name(s)**

1.4 "**Grant Amount**" shall mean the following amount: **$ amount of award**

1.5 "**Property**" shall mean the following property: **Project address**

1.6 "**Project**" shall mean the work or improvements for which ACPA's grant funds will be used, as summarized below and more particularly as delineated in Grantee's Grant Application relating to the Property:

- **INSERT SUMMARY PARAGRAPH TO DESCRIBE THE PROJECT SCOPE HERE**

1.7 "**Project Completion Date**" shall mean the date on which all work for which Grant funds are approved must be completed, which shall be no later than **October 15th** of the Grant Year.

1.8 "**Grant Application**" shall mean the grant application submitted by the Grantee, and all attachments and exhibits thereto.

1.9 "**Grant Documents**" shall mean this Agreement, the Grantee's Grant Application, the Instructions for Submission, and Grant Guidelines.



Alamance County Preservation Alliance, Inc. | PO Box 171, Burlington, NC 27216 | 336-539-1909 | grants@presalamance.org

## ARTICLE 2: GRANTEE'S RESPONSIBILITIES

The Grantee agrees to the following terms and conditions:

2.1 The Grantee shall ensure that all aspects of the Project are conducted in conformance with the approved Grant Application and in accordance with the U.S. Secretary of the Interior's Standards for the Treatment of Historic Properties (set forth in Exhibit A hereto).

2.2 The Grantee shall comply with all applicable requirements established by the municipality in which the Property is located; applicable State and federal laws, regulations, administrative directives and procedures; and other applicable local ordinances and resolutions.

2.3 The Grantee shall ensure that all work on the Project for which the Grantee seeks reimbursement is performed by licensed and insured contractors when required for a particular trade by local or state building codes.

2.4 The Grantee agrees that all contracts/agreements entered into by it for the completion of the Project will require contractors to comply with all applicable state and federal laws, regulations, and local ordinances.

2.5 If there are any changes or revisions to the plans or to the Project, the Grantee will promptly submit such proposed changes to ACPA in writing prior to beginning work. Failure to obtain approval of changes or revisions to the approved Project may result in loss of Grant funding.

2.6 Upon reasonable request by ACPA, the Grantee shall allow representatives of ACPA access to the Property to conduct periodic inspections of the Project. Grantee acknowledges and agrees that inspection of the Property is required for final approval of Grant funding.

2.7 Work on the Project may begin any time after the Effective Date (defined above) and should be commenced as soon as possible and with sufficient time to ensure completion by the Project Completion Date.

2.8 The Project must be completed by the Project Completion Date (defined in Article I above). Failure to complete the Project by the Project Completion Date may result in termination of this Agreement and loss of Grant funding. If unanticipated circumstances arise, ACPA will consider granting a one time extension for good cause for up to 30 days. Any requests for extension must be submitted in writing at least 15 days prior to the Project Completion Date. ACPA may in its sole discretion grant or deny this request for extension.

2.9 Grantee agrees to display in front of the Property, a banner or sign provided by ACPA, which will remain on display throughout the applicable Grant Year.

2.10 By executing this Agreement, Grantee warrants and represents that there are no claims, actions, suits, or proceedings pending which affect the Property or the Project, that all mortgage and property tax payments are current, and that the Property is insured.

2.11 Grantee shall be deemed to be in default of this Agreement if:

(a) Grantee fails to perform or fulfill any term or condition of this Agreement, including representations made in any Grant Documents submitted by the Grantee;

(b) Grantee fails to comply with any law applicable to the Project or to this Agreement;

(c) Any representation or warranty made by Grantee is determined to have been false or incorrect in any material respect when made;

(d) The Project is altered in any material manner or to an extent such that it no longer meets the eligibility requirements set forth in the Grant Documents, in ACPA's sole discretion;

(e) Grantee fails to maintain property insurance; or

(f) Grantee fails to timely pay any contractor who performs work on the Property.

## ARTICLE 3: PAYMENT OF GRANT FUNDS

3.1 All funded work must begin after execution of this Agreement, not before. Grants will not be awarded retroactively for work already performed.

3.2 Failure to comply with approved Project plans could result in the loss of grant funding. ACPA reserves the right to deny payment if completed work is inconsistent with the approved Application, if work fails to adhere to the approved Project plans, if Grantee fails to obtain requisite permits or Certificate of Appropriateness, or if work is of poor quality.

3.3 If the Project requires permits (including but not limited to a Certificate of Appropriateness), the Grantee must provide documentation of such permits and any final inspections.

3.4 Once the Project is completed, ACPA will inspect the work to ensure it has been completed as pledged.

3.5 If ACPA determines that the Grantee has failed to satisfactorily and timely carry out its responsibilities under this Agreement, ACPA will withhold Grant funding.

3.6 The Grantee shall provide documentation of paid invoices and receipts for all work for which the Grantee seeks reimbursement. All payments from ACPA will be made directly to Grantee as partial reimbursement of amounts paid by Grantee. Grantee is solely responsible for paying any contractor(s).

3.7 Upon successful completion and inspection of the Project, ACPA will reimburse Grantee for approved and eligible expenses that are clearly and accurately supported in the payment documentation submitted by Grantee (not to exceed the Grant Amount).

3.8 If the actual total cost of completing the Project is less than projected by the Grantee in the Grant Application, ACPA will reduce the amount to be provided under this Agreement accordingly.

3.9 If the actual total cost of completing the Project is more than projected by the Grantee in the Grant Application, the Grant Amount will not change.

3.10 With this Agreement, the Grantee shall provide a completed and signed W-9 Form. ACPA will issue a Form 1099-MISC for Grant awards. **Grantee is advised to consult with a tax professional to determine if the Grant award will be treated as taxable income.**

## ARTICLE 4. TERMINATION OF AGREEMENT

4.1 This Agreement may be terminated as follows:

(a) Termination Due to Noncompliance. If ACPA determines that the Grantee has failed to comply with the terms and conditions of this Agreement, and if upon notification of the defect the Grantee does not remedy the deficiency within a reasonable period specified in the notice or is otherwise in Default, ACPA may terminate this Agreement. ACPA will promptly notify the Grantee in writing of the decision to terminate.

(b) Termination Due to Sale or Transfer of Ownership. Agreement shall terminate immediately upon sale or transfer of ownership of the Property prior to completion of the Project and disbursement of Grant Funds.

(c) Termination by Grantee. The Grantee may terminate this Agreement at any time prior to receipt of Grant Funds by providing written notice to ACPA. In the event of Termination of this Agreement by Grantee, no Grant Funds will be disbursed.

4.2 Effect of Termination. In the event of termination, any costs incurred by Grantee will be the sole responsibility of Grantee.

## ARTICLE 5: NOTICES

All notices under this Agreement shall be made in writing and sent via email or U.S. Mail to the following:

5.1 To ACPA: Alamance County Preservation Alliance, Inc.
P.O. Box 171, Burlington, NC 27216
Email: grants@presalamance.org

5.2 To Grantee: Grantee Name(s)
Property address & zip
Email:
Phone:

## SECTION 6: ADDITIONAL TERMS

6.1 Grant Documents Incorporated By Reference. The Grant Documents as defined in Article I above, including but not limited to the Grantee's Grant Application, are incorporated into this Agreement by this reference and the representations made in the said Grant Application are binding upon the Grantee.

6.2 Entire Agreement; Modification And Assignability; Severability. This Agreement (inclusive of the Grant Documents) contains the entire agreement between the parties. No statements, promises, or inducements made by either party, or agents of either party, which are not contained in or authorized by this written Agreement, are valid or binding. This Agreement may not be modified except upon written

agreement. This Agreement cannot be assigned by the Grantee to any other person or property owner, including but not limited to any future purchaser of the Property. If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

6.3 Construction And Venue. This Agreement will be construed under and governed by North Carolina law, without regard to choice of law principles. In the event of litigation, the parties agree that venue shall be in Alamance County, North Carolina.

6.4 LIMITATION OF LIABILITY, HOLD HARMLESS AND INDEMNIFICATION. ACPA SHALL NOT BE LIABLE FOR ANY DIRECT OR CONSEQUENTIAL DAMAGES TO GRANTEE OR ANY THIRD PARTY FOR ANY ACT OR OMISSION OF THE GRANTEE OR ANY THIRD PARTY IN THE PERFORMANCE OF THIS AGREEMENT. THE GRANTEE WAIVES ANY AND ALL CLAIMS AND RECOURSE AGAINST ACPA IN CONNECTION WITH THE PROJECT OR THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE RIGHT OF CONTRIBUTION, FOR LOSS OR DAMAGE TO PERSONS OR PROPERTY ARISING FROM OR IN ANY WAY CONNECTED WITH OR OR INCIDENTAL TO ANY ACT OR OMISSION BY GRANTEE OR ANY CONTRACTOR OR SUBCONTRACTOR HIRED BY GRANTEE UNDER THIS AGREEMENT. FURTHER, GRANTEE WILL INDEMNIFY, HOLD HARMLESS, AND DEFEND ACPA, ITS DIRECTORS, EMPLOYEES, VOLUNTEERS, AND AGENTS, FROM AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, ATTORNEYS' FEES, OR LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT.

6.5 Signatory Warranty. The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

6.6 Non-Waiver. Failure of either party hereto to insist on the strict performance of any provisions of this Agreement or to exercise any rights or remedies accruing under this Agreement upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce strict compliance with any other obligation hereunder, or to exercise any right or remedy occurring as a result of any future default or failure of performance.

6.7 Execution In Counterparts; Electronic Signature. This Agreement may be executed in duplicate, or via electronic signature by email or facsimile, and in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one agreement.

6.8 Opportunity For Legal Review. Grantee acknowledges that this Agreement is a legal document and that Grantee has had an opportunity to review this Agreement, and any addenda, with counsel of Grantee's choosing before signing the Agreement, or has chosen not to to do so.

[SIGNATURES TO FOLLOW]

BY SIGNING BELOW GRANTEE ACKNOWLEDGES HE/SHE HAS READ THIS AGREEMENT AND AGREES TO ABIDE BY SAME.

**SIGNATURE OF GRANTEE(S):**

_____ (SEAL) _____
Signature of Grantee Date

_____ (SEAL) _____
Signature of Grantee Date

**SIGNATURE OF Alamance County Preservation Alliance, Inc.:**

_____ (SEAL) _____
Date

By:

Its: President

## EXHIBIT A

## SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.