



**Winters Community Redevelopment Agency
Downtown Façade Improvement Program
AGREEMENT**

THIS AGREEMENT made and entered into this ____ day of _____, 200__, by and between the Winters Community Agency, hereinafter referred to as “Agency” and _____, hereinafter referred to as “Applicant.”

The Applicant and the Agency 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 Winters, California, hereinafter referred to as “Property,” lying within an area where the Agency is conducting a Downtown Façade Improvement Program as described in the Program Guidelines, a copy of which has been provided to the Applicant. A tenant must have the property owner’s permission as authorized in the signature block below to undertake the proposed improvements.
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 Façade Improvement 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.
4. Only the work that is agreed to by the Agency and the applicant, which will be outlined in a formal written notice to proceed to be provided to the applicant by the Agency upon application approval, will be eligible for reimbursement. Any changes to the project that are not approved by the Agency 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 Agency will rebate a portion of the cost of eligible façade improvements as described in the 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. Upon completion of the work, the property owner understands and agrees that the Agency shall record a façade maintenance easement on the property at no expense to applicant or property owner. The maintenance easement shall remain in effect for five years from the date of recording. A sample of the easement is provided with the Program Guidelines. The form of Façade Maintenance Easement is attached hereto as Exhibit A and incorporated herein by reference
7. After the work has been completed, Applicant shall display a sign (provided by the Agency) indicating participation in the Downtown Façade Improvement Program. The sign shall be displayed either on the exterior or in the front window of the building for a period of thirty (30) days.

8. Applicant agrees to allow the Agency and the City of Winters or its agents access to buildings and improvements, when convenient for all parties, for inspection of the Downtown Façade Improvement Program work.

9. 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.

10. Upon the signing of this Agreement, the Applicant shall have a period of ninety (90) days in which to take out a building permit. Work shall commence within sixty (60) days of the approval date of the building permit. Extensions, if warranted, may be granted at the discretion of the Agency. No change to work without the written consent of both the Agency and Applicant will be permitted.

11. 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.

12. Applicant understands and agrees that the Agency, and the City of Winters, their officers, agents, and employees shall have no responsibility or liability of any failure or inadequacy of performance or defective workmanship or materials in regard to the agreed-upon improvements. Applicant shall indemnify, release, defend and hold Agency, City, their officers, employees and agents harmless from all claims, losses, liabilities, damages, suits, actions or proceedings by any person including Applicants, its employees and agency from personal injury, death or property damage from any cause whatsoever in whole or in part arising out of this Agreement or the activities completed hereunder by this indemnification shall not include the sole negligence or wilful misconduct of Agency, City, their officers, employees or agents.

13. This Agreement incorporates the following documents as fully a part of this Agreement as if herein repeated: a) Downtown Façade Improvement Program Application; and b) Downtown Façade Improvements Program Guidelines.

Executed this ____ day of _____, 200__

Winters Community Redevelopment Agency

Executive Director

Property Owner

Applicant

Property Owner

Applicant