

**CHARLOTTE HARBOR COMMUNITY REDEVELOPMENT AGENCY
REHABILITATION AGREEMENT**

THIS AGREEMENT, made and entered into this ___ day of ___, 20___, by and between Charlotte Harbor CRA and _____, party of the first part, and hereinafter referred to as the Property Owner(s) and Charlotte County, a Florida Municipal Corporation, party of the second part, and henceforth referred to as the "County"

W I T N E S S E T H:

1. **THAT WHEREAS**, the Property Owner(s) have a sufficient ownership or that certain tract of parcel of land that is described herein as _____(site address), Charlotte Harbor, Florida, more fully described as _____(account number) hereinafter referred to as the Property;
2. **THAT WHEREAS**, the Property is connected to the Charlotte County Utility system and all fees and taxes are paid in full; and
3. **THAT WHEREAS**, the Property Owner(s) desire to have the façade renovation(s) on the structure(s) or front yard improved to make it/them more aesthetically pleasing; and
4. **THAT WHEREAS**, the Property Owner(s) desire that the work authorized in Exhibit A be done by a qualified (licensed) local contractor/business; and
5. **THAT WHEREAS**, the Property Owner(s) has requested the County assist in the financing for the façade renovation(s) or front yard improvements with the use of tax increment funds; and
6. **THAT WHEREAS**, the County has consented to provide assistance in the façade renovation(s) of the structure(s) or front yard improvements as identified on Exhibit A.

NOW THEREFORE, the Property Owner(s) and the County hereby agrees as follows:

1. The Property Owner(s) have requested and the CRA has agreed to provide assist for the rehabilitation of the Property as identified in Exhibit A.
2. Charlotte Harbor CRA will provide a Grant for the work completed paid for with the Charlotte Harbor CRA Trust Funds to be paid upon completion to _____ (Name of Property Owner) following final inspection.
3. The Property Owner(s) understands the contractor who performs the improvements is under contract with the property owner and it is the Property Owner (s) responsibility to obtain a one year warranty for any work preformed. If the contractor does not perform the original work or the related warranty works to the Property Owner(s)' satisfaction, the Property Owner(s) agrees that the County shall be held harmless by the Owner(s) for the work performed by the contractor. Furthermore, the County shall be held harmless by the Property Owner(s) in any litigation brought against the contractor by the Property Owner(s) for the work that is contracted for and/or addressed.
4. The Property Owner(s) during, the period of construction, shall maintain builders risk insurance on the building(s) described herein.
5. The Property Owner(s) have reviewed the façade renovation architectural drawings and plans, are aware of the extent and nature of such improvements; and consent and agree to such improvements.
6. The Property Owner(s) agrees to provide the appropriate handicap accessibility for any business that requires the accessibility based on Federal guidelines.
7. The Property Owner(s) agree to maintain the façade improvements and the front yard of the property for as long as the Property Owner owns the property.
8. The Property Owner(s) agrees, at his/her option, to pay for any improvements to their property not funded and approved by the CRA grant.
9. The façade grant is in the amount of _____based on estimates of cost prepared

by the Property Owner. In the event actual costs for all improvements are lower, this agreement will be amended as necessary to reflect the lower costs. Costs in excess of this amount will be the responsibility of the Property Owner. Change orders to this price are not permitted without written justification and with mutual consent of both parties.

10. The Property Owner's contract must adhere to all applicable Federal, State, and Local provisions.

11. All work must be completed within six months of the date of this contract.

12. The Property Owner (s) agrees, to submit the required paperwork to the County in order to receive the grant funds including a completed W-9 and understands that a 1099 will be issued from the County to the Property Owner(s) in the amount of the grant received.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year above first written.

Owner

Witness #1

Print Name

Print Name

CHARLOTTE COUNTY
STATE OF FLORIDA

Print Name: _____

Before me, the undersigned authority, this _____ day of _____ 2010, personally appeared _____ of Charlotte County who acknowledges before me that (he/she/they) freely and voluntarily executed this Agreement for the purpose therein expressed.

Notary Public

Print Name

Personally Known _____

Produced Identification _____

Type of ID

**Charlotte Harbor Community Redevelopment Agency
Executive Director OR DESIGNEE**

Date _____

**CHARLOTTE HARBOR
REHABILITATION PROGRAM
EXHIBIT A – SCOPE OF WORK**

Name

Address

Total Estimated Cost

CRA Grant Request

Color Selection

Name of each color:

Please include a sample paint chip of each color

The following contractors will be used to complete the rehabilitation work of the above referenced case are as follows:

	<i>Contractor or Firm Name</i>	<i>Bid Amount</i>	<i>Description of Work</i>	<i>License Number</i>
1.				
2.				
3.				
4.				
5.				

*Business License fee was paid on _____ under Account number _____.
(date)

A copy of tax collector receipt is attached _____ (yes or no)

Submitted by:

Signature of Property Owner

Date

*If more than one contractor is being used, please provide proof that a current business license has been paid to the Charlotte County tax collector.