

TOWN OF NEEDHAM
SMALL REPAIR GRANT PROGRAM
GRANT AGREEMENT

This GRANT AGREEMENT ("Agreement") is made this _____ day of _____ 20____ by and between the Needham Affordable Housing Trust Fund, a non-profit entity established pursuant to MGL Chapter 44, Section 55C, having its usual place of business at Office of the Town Manager, 1471 Highland Avenue, Needham, MA 02492, and

_____, an individual(s) residing at _____, Needham, MA 0249____ (individually and collectively referred to as "Homeowner").

WHEREAS, the purpose of the Needham Affordable Housing Trust Fund ("the NAHT") is to investigate and implement alternatives for the provision of affordable housing for persons of low- and moderate-income in the Town of Needham, and

WHEREAS, the NAHT established the Small Repair Grant Program hereinafter referred to as "the SRGP," for the benefit of senior and disabled low- and moderate-income households by providing financial assistance to preserve existing housing units owned and occupied by eligible households for health and safety purposes ("Grant"), providing public benefit commensurate with the Grants provided; and

WHEREAS, the NAHT invited the submission of applications for grants of funds for purposes consistent with the SRGP; and

WHEREAS, in response thereto, the Homeowner submitted an application for funding for purposes consistent with the SRGP, and

WHEREAS, the NAHT determined the Homeowner is an eligible applicant as a senior or disabled low- or moderate-income household, and the NAHT approved the Project as noted in the Grant Letter dated _____ or as amended, which is attached hereto as Exhibit A and fully made a part hereof; and

WHEREAS, pursuant to said determination and approval, the Homeowner is receiving financial assistance from the NAHT to rehabilitate the home located at _____, Needham, MA 0249__ ("Property") in compliance with the Grant Letter and this Agreement; and

NOW THEREFORE, in consideration of the foregoing and the covenants contained herein, the NAHT and Homeowner agree as follows:

1. **Term of Agreement.** If the Homeowner does not violate any of the terms and conditions listed in this Agreement (including Attachment A--the Grant Letter and attachments), the Agreement will terminate upon payment of the invoice to the contractor.
2. **Grant Award.** The amount of the grant award is \$_____.
3. **Terms of Repayment.** The Homeowner agrees that the Project Funds used to pay for the Project are subject to recapture by the NAHT after the term of this Agreement if any information supplied during the application process or during the term of the Agreement is deliberately false or misleading.
4. **Payment.** The Homeowner agrees to pay any amount required to complete the Project in excess of the Grant Award and will be required to fund that portion of the Project in advance of disbursement of the Grant Funds. The NAHT agrees to pay one invoice for the full balance due in accordance with the procedures described in the Grant Letter (including attachments) within thirty (30) days after receipt of any such invoice.
5. **Compliance.** The Homeowner agrees that all work will be done in compliance with Massachusetts building codes and all other applicable federal, state and local laws, regulations, codes and other requirements, and the Homeowner will obtain all building and other necessary permits.
6. **Owner Occupancy.** The Homeowner agrees to occupy the property as his or her primary residence for the term of this Agreement.
7. **Income and Other Eligibility Information.** The Homeowner certifies that he/she has provided complete, accurate, and current information regarding household income and other eligibility information to demonstrate the Homeowner's eligibility to receive Grant Funds, and the authority to have the Project performed.
8. **Enforcement.** The Homeowner and the NAHT acknowledge that the NAHT has the right and responsibility to enforce this Agreement.
9. **Liability of the NAHT.** The NAHT's liability hereunder shall be to make the payment specified in 2-Grant Award above, provided that the Homeowner complies with this Agreement including Attachment A--The Grant Letter including attachments, and the NAHT shall be under no further obligation or liability. Nothing in this Grant Agreement shall be construed to render the NAHT or any elected or appointed official, employee, agent, representative, or volunteer of the NAHT, or their successors in office, personally liable for any obligation under this Grant Agreement.
10. **Indemnification.** The Homeowner shall indemnify, defend, and hold the NAHT and its officers, employees, agents, representatives and volunteers harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorneys' fees, arising out of or directly from the performance of the Project that is the subject of this Grant Agreement.
11. **Successors and Assigns.** This Grant Agreement is binding upon the NAHT, its successors, assigns, and legal representatives. The NAHT shall not assign or otherwise transfer this Grant Agreement, in whole or in part, without the prior written consent of the Homeowner. The Homeowner shall not assign or otherwise transfer this Grant Agreement, in whole or in part, without the prior written consent of the NAHT.

12. **Notice.** Any and all notices, or other communications required or permitted under this Grant Agreement shall be in writing and delivered by hand, mailed postage prepaid or sent via e-mail, or by other reputable delivery service, to the parties at the addresses set forth on page 1 hereof or furnished from time to time in writing hereafter by one party to the other party.
13. **Severability.** If any term or condition of this Grant Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Grant Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
14. **Governing Law.** This Grant Agreement shall be governed by, and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the parties submit to the jurisdiction of any of its appropriate courts in Norfolk County, Massachusetts for the adjudication of disputes arising out of this Grant Agreement. In the event the NAHT commences litigation to enforce this Agreement, including the repayment of any Grant, the NAHT shall be entitled to an award of its reasonable attorney fees and costs.
15. **Entire Agreement.** This Agreement constitutes the complete and exclusive statement of the agreement between the Homeowner and the NAHT and supersedes and renders null and void all prior written and oral statements, including any prior representation, statement, condition or warranty, and all prior written or oral agreements between or among the Homeowner and the NAHT.

Signed, sealed and delivered on this _____ day of _____, 20__.

Homeowner

Homeowner

Signed, sealed and delivered on this _____ day of _____, 20__.

Town Manager

ATTACHMENT A: Award Letter including Attachments

TEMPLATE