

**City of Griffin, Georgia
Spalding County**

AGREEMENT FOR FAÇADE GRANT PROGRAM

This agreement is made and entered into by and between Griffin Downtown Development Authority (hereby known as “Grantor”) and Alvah H Pasley, D. Chad Nuce, and Matthew T. Mallory (hereby known as “Grantee”) and is effective on the date signed below.

RECITALS

WHEREAS, Grantee is the legal owner of 101 South Hill Street, Griffin, Georgia 30223 (hereby known as “Property”); and

WHEREAS, Grantor wishes to stimulate economic development within the downtown development district of the City of Griffin by providing financial assistance to businesses within that designated area; and

WHEREAS, Grantee has been awarded funding for façade improvements at the Property in the amount of \$4,250;

NOW, THEREFORE, for and in consideration of the foregoing recitals and the mutual promises, covenants, and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee (hereby collectively known as the “Parties”) agree to the following:

1. Grantee agrees to complete all construction work on the exterior of the property, replace front and side entrance doors, transoms, window and door sills on front and side of building.
2. Grantee must submit copies of cost documentation (invoices, etc.), along with copies of all cleared payments, to Grantor for reimbursement. Once all work listed above has been completed and a representative of Grantor has inspected and the City’s Planning & Development Department has approved the work, Grantor shall reimburse Grantee for up to \$4,250 for the work completed.
3. Grantee agrees to the following conditions set forth by Grantor:
 - a. If a tenant applies for a grant, the tenant must have a minimum of two years remaining on its lease or an option to renew;
 - b. Commercial properties must be up to date on all property taxes and not indebted to a governmental entity or quasi-governmental entity;
 - c. Grantee shall begin the project within three months of being notified that they have been awarded the grant;

Griffin Downtown Development Authority
Façade Grant Agreement 2022

- d. Grantee shall complete the façade project within twelve months of beginning the project;
 - e. The Director of Griffin Downtown Development Authority may conduct weekly site inspections. Any minor changes in the approved work must have prior approval from the Director and also the Historic Preservation Commission (if applicable);
 - f. Grantee shall not change, or allow to be changed, the improved façade without prior written approval from Griffin Downtown Development Authority for two years from the date of Final Closeout of the application;
 - g. Grantee shall be solely responsible for all safety conditions and compliance with all safety regulations, building codes, ordinances, and other applicable regulations;
 - h. Grantee shall not hold Griffin Downtown Development Authority or the City of Griffin, and/or its agents, employees, officers and/or directors liable for any property damage, personal injury, or other loss relating in any way to the Façade Improvement Program;
 - i. Grantee shall be responsible for maintaining valid and sufficient insurance coverage for property damage and personal injury liability relating to the Façade Improvement Program;
 - j. Grantee shall maintain the property and improvements made thereto, including, but not limited to, promptly removing graffiti and trash, sweeping and cleaning in front of the property, and conforming with any and all applicable codes and ordinances of the City of Griffin;
 - k. Grantee authorizes Grantor to promote the Project, including but not limited to displaying a sign at the site, during and after construction, and using photographs and descriptions of the project in materials and press releases;
 - l. Grantee has read and understands the “Griffin Downtown Development Authority Façade Improvement Program Guidelines” and agrees to abide by same; and
 - m. Grantee understands that Grantor reserves the right to make changes in conditions of the Façade Improvement Program as warranted.
4. Grantee agrees that a violation of any part of this agreement shall result in the Grantee returning any monies paid to it through this contract and the Grantor will not be responsible for any payment for any work done at said premises.
 5. The waiver of one breach or default under this Agreement will not constitute the waiver of any subsequent breach or default. Any provision of this Agreement held to be illegal or unenforceable will be deemed amended to conform to applicable laws or regulations, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Agreement will continue in full force and effect.
 6. This Agreement will be governed in all respects by the laws of the state

Griffin Downtown Development Authority
Façade Grant Agreement 2022

of Georgia, without regard to any conflict of laws principles, decisional law, or statutory provision, w h i c h would require or permit application of another jurisdiction’s substantive law. The Parties agree that the venue of any legal or equitable action that arises out of or relates to this Agreement shall be a court of competent subject matter jurisdiction in Spalding County and the parties hereby consent to the jurisdiction of such court.

In witness whereof the undersigned have executed this agreement as of this the _____ day of _____, 20202

Grantor, Griffin Downtown
Development Authority
Board Chair

Witness

D. Chad Nuce
101 South Hill Street

Witness