

CITY OF TEMPLE CITY
FAÇADE IMPROVEMENT PROGRAM

ATTACHMENT 1: APPLICATION

1. APPLICANT INFORMATION

_____Property Owner _____Business Owner/Tenant

Name: _____

Home Address: _____

City: _____ Zip Code: _____

Business Address: _____

Telephone: Home (____)_____Business (____)_____

2. PROPERTY OWNER INFORMATION (If different from applicant)
(Please identify property owner exactly as on title to property)

Name: _____

Home Address: _____

City: _____ Zip Code: _____

Business Address: _____

Telephone: Home (____)_____Business (____)_____

3. PROPERTY INFORMATION

a. Property Address:_____

b. Name of Business:_____

c. Type of Business:_____

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- d. Will the proposed improvements include more than one commercial business or storefront? : _____ Yes _____ No

If yes, please explain: _____

4. TYPE OF DESIRED PROPERTY IMPROVMENTS

Please provide a brief description of the work desired.

REQUIRED ATTACHMENTS

1. If the applicant is a tenant, the applicant must submit a signed copy of the "Property Owner Authorization Form: along with the application.
2. The applicant shall provide a copy of the proposed plans, if available at time of application.

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ACKNOWLEDGEMENT

I have received and reviewed the City of Temple City Façade Improvement Program Guidelines and agree to comply with them in order to be eligible for technical and financial assistance.

I understand that I must execute a formal agreement with the City of Temple City to participate in this program.

CERTIFICATION

I certify that the above information is complete to the best of my knowledge.

APPLICANT

DATE

RECEIVED BY: _____ DATE: _____

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ATTACHMENT 2: PROPERTY OWNER AUTHORIZATION

I, _____
_____ understand that

_____, a
leaseholder of

my property located at _____

is considering rehabilitation improvements as part of the City of Temple City Façade Improvement Program.

I have received and reviewed the Façade Improvement Program Guidelines and reviewed the application submitted by my tenant. I agree to permit the proposed improvements to my building. I understand that I am not financially responsible to complete these improvements.

I understand and agree that the City of Temple City assumes no responsibility or liability to me or any other part for any action or failure of any contractor or other third party and in no way guarantee any work to be done or material to be supplied.

I further agree to hold the City harmless from and indemnify them for and against any and all claims which may be brought or raised against the City or any of its officer, representatives, agents or agencies regarding any matters relevant to participants' obligations under this program.

I assure the City that the leaseholder may continue to rent and occupy my property for at least six (6) months after the date of application for this program, or through project completion, whichever is greater.

I authorize the leaseholder to make the proposed improvements under the City's program. I understand that the proposed improvements may increase the value of my building and may result in an increase of my annual property taxes.

ACKNOWLEDGEMENT

I have read the above statements and acknowledge that they are true and complete to the best of my knowledge. I have no objection to the applicant pursuing the proposed improvement project.

Property Owner Signature

Date

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Tenant Signature

Date

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ATTACHMENT 3: CITY OF TEMPLE CITY AND PARTICIPATION AGREEMENT

This agreement, made and entered into this, _____ day of _____, by and between the City of Temple City, a public body corporate and politic (the “City”), and _____, (the “Participation”), is for the improvement of certain real property in the City of Temple City located at _____ (the “Property”).

THE PARTIES HEREBY MUTUALLY AGREE AND COVENANT AS FOLLOWS:

TERMS OF AGREEMENT

1. City’s Obligation. The City agrees to abide by the terms and conditions of the Façade Improvement Program and to provide financial assistance to the Participant as set forth in the Program Guidelines (the “Guidelines”) (Exhibit 1). Rebates will be paid by the City within 45 days after the project is completed and a contractor’s/subcontractor’s conditional lien release(s) has been received by the City.
2. Participant’s Obligation. The Participant agrees to comply with the terms and conditions of the Façade Improvement and to cause the agreed-upon work to be completed in accordance with the Guidelines. The Participant further agrees to abide by the requirements of all applicable Federal, State and local law in having the work performed.
3. Termination. The City shall have the right to terminate this agreement upon written notice to the Participant in the event that the Participant fails to comply with any of the Participant’s obligations hereunder. Prior to termination, the City shall provide written notice to the Participant specifying the reasons for termination, and give the Participant reasonable opportunity to comply with the guidelines of the Program and this Agreement. Following such notice, the City may terminate the Agreement and seek reimbursement from the Participant for any monies expended.
4. Hold Harmless. The Participant agrees to indemnify, defend and hold the City of Temple City and all employees, officers and representatives of the City free and harmless from any and all liability arising from or related to the Participant’s participation in the Program. The Participant agrees and acknowledges that the City is not responsible for the design work of the architect, the construction drawings, the course of construction, the quality of the construction work and/or any claim or lien related to the construction by

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any third party, but not limited to, the architect, the contractor or its subcontractors or other third-party lenders.

5. Assignment. The Participant may not transfer or assign any or all of his/her rights or obligations hereunder without the prior written approval of the City. This Agreement is made and entered into solely for the benefit of the City and the Participant. No other third party shall have any right of action under this Agreement.
6. Amendments. This agreement may be amended, changed or modified only by an instrument in writing signed by the City and the Participant.
7. Reimbursement. Total amount reimbursed to the Participant by the City for the Façade Improvement Program not to exceed \$_____.

IN WITNESS HEREOF, such parties have executed this instrument on the day and year first above mentioned.

APPROVED AS TO FORM:

CITY:

BY: _____

City Manager

DATE: _____

BY: _____

Property Owner or Business

Owner/Tenant