WINTER PARK HISTORIC PRESERVATION
GRANT AGREEMENT

This Winter Park Historic Preservation Grant Agreement (the "Agreement") is executed this _____day of _____, 20___, by and between the City of Winter Park, whose mailing address is 401 Park Avenue South, Winter Park, Florida 32789 (the "City"), and _____, whose mailing address is _____ (the "Applicant"). The foregoing parties are collectively referred to herein as the "Parties" and individually as the "Party." The Parties hereby agree as follows:

RECITALS:

A. Applicant is the owner of that certain parcel of property located at _____, with Orange County ID# _____ (the "Property").

B. Applicant submitted to the City that certain grant application dated _____(the "Application") seeking to participate in the City's Historic Preservation grant program.

C. The City wishes to approve the grant for the purpose of funding the work described in the attached **Exhibit "A"** (the "Work"), including but not limited to design engineering, permitting, and construction and the Owner wishes to receive a such grant, all in accordance with the terms of this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the Parties as follows:

1. **Recitals.** The foregoing recitals are hereby confirmed as true and correct and are incorporated as part of this Agreement.

2. **Grant Terms**.

(a) The grant shall be in the amount not to exceed $_____ being up to fifty (50%) percent of the total cost of the Work, not to exceed $18,000.00 (the "Grant Amount"). In no event shall the City of Winter Park be required to pay more than the Grant Amount. Should the total cost of the Work, including without limitation costs of design, engineering, permitting, construction, testing, inspection, and approval, exceed the Grant Amount, it shall be the sole responsibility of the Applicant to pay such amount.

(b) The City of Winter Park shall not be required to perform or provide a contractor to perform the Work. It shall be the sole responsibility of Applicant to perform the Work or to obtain the services of a contractor to perform the Work.

(c) The Work, the Applicant and, Applicant's contractor shall comply with all rules, regulations, City Code requirements, and laws regarding the Work.

(d) The City shall pay the Grant Amount to Applicant within thirty (30) days of the occurrence of all of the following events:

i. Successful completion of the Work in accordance with all requirements and specifications as determined by the contract between the Applicant and their Contractor;

ii. Issuance of a Certificate of Final Inspection (if applicable) by the City and/or the City's inspection and approval of the Work;

iii. The Applicant's provision to the City of all documentation sufficient to evidence the costs of the Work; and

iv. The Applicant's satisfaction of all of the requirements for the Work in order to receive the Grant Amount as provided in the Agreement.

3. **Limitation on Obligations of City**. In no event shall the City have any obligation to anyone other than Applicant. The City shall have no obligation to the Contractor used by Applicant to perform the Work. The City's obligations with respect to this matter are limited to those obligations expressly provided in this Agreement. The City shall not be held responsible for any breach of contract, faulty workmanship, property damage, accident liability, or any other matter which might arise between Applicant and any Contractor, person, or entity that Applicant may utilize to perform the Work. In no event shall the City be required to mediate or in any way address any dispute or other matter that may arise between the Applicant and any Contractor, person, or entity with respect to the Work.

4. **Applicant's Representations**.

(a) Applicant hereby represents and warrants that Applicant is the fee simple owner of the Property with full authority to execute this Agreement and to make decisions regarding the matters specified in this Agreement.

(b) Applicant hereby represents and warrants that the Property is not subject to any unpaid property taxes or assessments and that the Property has no outstanding or unresolved City Code violations.

(c) Applicant hereby represents and warrants that all information and materials provided to the City in relation to this Agreement and the Application are true, correct, and current.

5. **Indemnification.** Applicant hereby indemnifies and holds the City of Winter Park and their respective officials, employees, and agents harmless from and against any and all claims, disputes, lawsuits, injuries, damages, construction liens, attorneys' fees (including trial and appellate fees), costs and experts' fees, interest and all adverse matters in any way arising out of or relating to Applicant's and Applicant's contractors' and agents' acts, omissions, negligence, misrepresentations or defaults related to this Agreement and related to any of the Work. This paragraph five (5) survives termination, expiration, and completion of this Agreement.

6. **Termination**. In the event of Applicant's breach of any term of this Agreement, as determined by the City in its sole discretion, the City may immediately terminate the Agreement upon written notice to Applicant.

7. **Independent Parties:** None of the parties to this Agreement are partners, and this Agreement is not a joint venture, and nothing in this Agreement shall be construed to authorize any of the respective parties to represent or bind any other party to matters not expressly authorized or provided in this Agreement.

8. **Entire Agreement; Amendment; Assignment.** This Agreement contains all understandings, covenants, and agreements between the Parties and supersedes all prior negotiations, discussions, understandings, assertions, statements, and promises related to this Agreement and the Application. No modification or amendment to this Agreement shall be effective unless embodied in writing and executed by the Parties. No Party shall assign or transfer this Agreement or any right or matter hereunder without the prior written consent of the City.

9. **Non-Waiver and Sovereign Immunity.** Any failure by any Party to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and such Party may subsequently require strict compliance at any time, notwithstanding any prior failure to do so. Nothing contained in this Agreement and no actions or inactions by the City of Winter Park, or their respective officers, elected and appointed officials, agents, and representatives shall be considered or deemed a waiver of the City's sovereign immunity or any other privilege, immunity, or defense available to the City or their respective officers, elected and appointed officials, agents, and representatives.

10. **Execution; Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be a duplicate original, but all of which, taken together, shall constitute one and the same document.

11. **Notice**. The Parties' addresses for purposes of written notice under this Agreement shall be the addresses provided in the introduction paragraph of this Agreement, except that any Party may change its address upon notice of such to the other Parties.

12. **Governing Law; Venue.** The Agreement shall be governed by and interpreted in accordance with the laws of the state of Florida. Any and all legal action necessary to enforce this Agreement will be held in a court of proper jurisdiction in Orange County, Florida.

13. **Appropriated Funds.** Nothing contained herein shall be construed as binding the City of Winter Park to expend in any one fiscal year any sum in excess of appropriations made by the Winter Park City Commission or as involving the City of Winter Park in any contract or other obligation for the further expenditure of money in excess of or in advance of the grant money expressly provided for in this Agreement.

14. **Binding**. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns as permitted by this Agreement.

15. **Severability.** In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid provision had never been contained in it.

16. **Third-Party Beneficiaries.** There are no third-party beneficiaries created or entitled by this Agreement, and only the parties hereto shall have any rights or standing to enforce this Agreement or any provision hereof.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement as of the date last executed by the Parties (the "Effective Date").

CITY OF WINTER PARK	APPLICANT
_____	_____
Signature	Signature
_____	_____
Print Name	Print Name
_____	
Position	Date
_____	_____
Date	

Exhibit "A"
(Description of Work or Contract(s) Attached)