

Town of Sudbury

Sudbury Housing Trust

Flynn Building
278 Old Sudbury Rd
Sudbury, MA 01776
978-639-3387

<http://www.sudbury.ma.us>
Housing@sudbury.ma.us

Sudbury Housing Trust SMALL GRANT PROGRAM GRANT AGREEMENT

This GRANT AGREEMENT made this [DATE] by and between the Sudbury Housing Trust (“Trust”), established pursuant to Chapter 44, Section 55C of the Massachusetts General Laws, and under Declaration of Trust recorded with the South Middlesex Registry of Deeds in Book 49096, Page 353 having its usual place of business at 278 Old Sudbury Road, Massachusetts 01776, and [HOMEOWNER NAME], [ADDRESS] (“Homeowner”).

WHEREAS, the purpose of the Sudbury Housing Trust shall be to provide for the preservation and creation of affordable housing in the Town of Sudbury for the benefit of low and moderate income households; and

WHEREAS, the Trust established the Small Grant Program for the benefit of low and moderate income households by providing financial assistance to preserve existing housing units occupied by income eligible households for health and safety purposes, providing public benefit commensurate with the Grants provided; and

WHEREAS, the Trust invited the submission of proposals for grants of funds for purposes consistent with the Small Grant Program; and

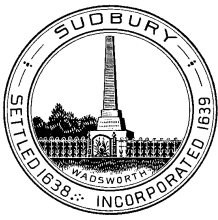
WHEREAS, in response thereto, the Homeowner submitted a proposal for funding for purposes consistent with the Small Grant Program hereinafter referred to as the “Project”; and

WHEREAS, the Trust determined the Homeowner is an eligible applicant as a low and moderate income household, and approved the Project as noted in the Grant Letter dated [DATE] or as amended; and

WHEREAS, Homeowner is receiving financial assistance from the Sudbury Housing Trust (“Grantee”) to provide funding to rehabilitate home located at [ADDRESS] in compliance with and the Grant Letter; and

NOW THEREFORE, the Trust and Homeowner agree as follows:

1. **Term of Agreement.** If the Homeowner does not violate any of the terms listed in this agreement, the agreement will terminate one year after the Trust’s final disbursement of all Project Funds, notwithstanding condition 6.
2. **Terms of Repayment.** The Homeowner agrees that if they sell part or all of the property without Grantee’s prior written consent during the term of the agreement, then the Grantee may require payment in full the amount of the grant. The Homeowner agrees that the Funds used to pay for the Project are subject to recapture at any time during the term of this Agreement or after the term of this Agreement should any information supplied prove to be deliberately false or misleading, including all application material.
3. **Payment.** Homeowner agrees to pay for any amounts over the grant award, and will be required to fund that portion of the project in advance of the grant funds. The Trust agrees to pay submitted invoices in accordance with the procedures describes in the Grant Letter within 30 days.



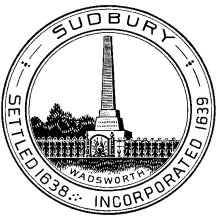
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4. **Building Code compliance.** Homeowner agrees that all work will be done in compliance with Massachusetts building codes and homeowner will obtain all building and other necessary permits.
5. **Owner Occupancy.** Homeowner agrees to occupy the property as their primary residence for the term of this agreement.
6. **Notice to Sell.** Homeowner agrees to notify the Trust at least 60 days prior to listing the property for sale, continuing past the term of this agreement.
7. **Income Eligibility.** Homeowner certifies that he/she has provided complete, accurate, and current information regarding household income to demonstrate Homeowner's eligibility to receive Sudbury Housing Trust funds.
8. **Enforcement.** The Homeowner and the grantee acknowledge that the Grantee has the right and responsibility to enforce this agreement.
9. **Liability of the Trust.** The Trust's liability hereunder shall be to make the payment specified in this Grant Agreement and the Trust shall be under no further obligation or liability. Nothing in this Grant Agreement shall be construed to render the Trust or any elected or appointed official or employee of the Trust, or their successors in office, personally liable for any obligation under this Grant Agreement.
10. **Indemnification.** The Homeowner shall indemnify, defend, and hold the Trust and its officers, employees, and agents 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 Trust's performance of the Work that is the subject of this Grant Agreement or the negligence or misconduct of the Trust or its agents or employees.
11. **Successors and Assigns.** This Grant Agreement is binding upon the Trust, its successors, assigns, and legal representatives. The Trust 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 Trust.
12. **Notice.** Any and all notices, or other communications required or permitted under this Grant Agreement, shall be in writing and delivered by hand or mailed postage prepaid, 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, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Trust submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Grant Agreement.



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IN WITNESS WHEREOF, the undersigned Homeowner(s) has/have affixed his/her signature(s) and seal(s) this day of _____.

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

Applicant

Co-Applicant

COMMONWEALTH OF MASSACHUSETTS

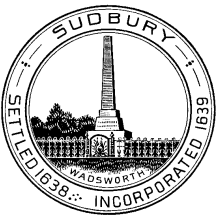
_____ COUNTY, ss

_____, 20__

On this date the above named personally appeared before me and proved to me through satisfactory evidence of identification, which was [] a current driver's license, [] a current U.S. passport, [] my personal knowledge, to be the person/s whose name is signed on the preceding instrument, and acknowledged the same to be his/her free act and deed.

Notary Public

My Commission Expires:



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IN WITNESS WHEREOF, the undersigned Trust Designee has affixed his/her signature and seal this ____ day of _____.

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

Trust Designee