DOWNTOWN WOBURN STOREFRONT FAÇADE AND SIGNAGE IMPROVEMENT PROGRAM

SIGN IMPROVEMENT AGREEMENT
BETWEEN THE
WOBURN REDEVELOPMENT AUTHORITY
AND
(Name of Business Owner ["Participant']))

Agreement made this_____day of _____, 201__ by and between the **Woburn Redevelopment Authority**, an urban renewal authority organized under Massachusetts General Laws Chapter 121B, (the 'WRA") and

(Name of Business Owner)
(Name of Business)
(Business Address)
Woburn, Massachusetts 01801

(the "Participant") for the sign installation at _____ Street, Woburn, Massachusetts (the "Project").

Whereas, the WRA has been charged by the City of Woburn (the "City") with the responsibility of planning and implementing a program for downtown revitalization in Woburn Square, as one of the City's highest priorities;

Whereas, the City has adopted a zoning regulation, the purpose of which is to regulate the size, type of construction, and overall appearance of commercial signage in the downtown district;

Whereas, the WRA has implemented the Downtown Storefront Façade and Signage Improvement Program to provide a financial incentive to businesses in the downtown district who intend to install new signage in conformance with the City's sign ordinance;

Whereas, the Participant intends/has applied for a permit from the City of Woburn to install new commercial signage and/or awning in conformance with the ordinance, and in accordance with the plans and specifications as set forth in Appendix A - Plans and Specifications;

Whereas, the Participant has submitted an application for the Downtown Woburn Storefront Façade and Signage Improvement Program which was approved by the members of the WRA on _____; and,

Whereas, the manufacturer for the sign/awning will be: (the "Vendor");

Now therefore, in consideration of the mutual covenants contained herein, the parties hereto mutually covenant and agree as follows:

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1. PARTICIPANT'S OBLIGATIONS:

A. The Participant shall submit to the WRA a copy of the permit issued for the proposed sign/awning by the City of Woburn's Inspectional Services Department;

B. The Participant shall provide to the WRA a written final cost proposal from the Vendor, which proposal shall include the Vendor's contact information.

C. The Participant shall be the only party named on all invoices, warranties, and other documents from the Vendor.

D. The final cost proposal must be signed by the Participant authorizing the work to be performed.

E. The Participant shall agree to the terms of payment by the WRA.
In no case shall the total amount to be paid by the WRA exceed the terms in Appendix C. The Participant shall be responsible for any additional payments.

F. All invoices to be paid by the WRA shall be submitted by the Participant to the WRA.

G. The Participant must sign and approve all invoices to be paid by the WRA.

H. All payments from the WRA will be made payable by check to the Vendor not the Participant.

I. The Participant will arrange for the fabrication and installation of new signage (the "Improvements") at the Project in accordance with the cost proposal, plans and specifications attached hereto as Appendix A and made a part hereof.

J. In connection with the Project, the Participant shall comply with all the terms, including but not limited to the objectives, eligibility requirements, procedures and obligations of the Downtown Woburn Storefront Façade and Sign Improvement Program Guidelines, attached hereto as Appendix B and made a part hereof, and shall perform and observe the terms and conditions of the Grant Agreement as they relate to the Project.

K. The WRA will not make final payment until the Participant's Vendor can submit in writing that all costs and responsibilities of the Participant have been satisfied to the terms agreed to between the Participant and the Vendor. Furthermore, the WRA shall not make final payment if the WRA believes that any of the terms agreed to between the WRA, Participant, and/or Vendor have been violated.

L. The Participant shall not change or alter the Improvements for a period of ten (10) years from the date of this Agreement without the prior written approval from the

SAMPLE

WRA.

M. The Participant shall repay to the WRA the full amount of the Grant Award if the Participant makes any alterations to the Project without the prior written approval of the WRA during the ten (10) year period following the date of this Agreement.

2. WRA'S RESPONSIBILITIES:

A. Upon the completion of the Project in accordance with the plans and specifications set forth in Appendix A; and in compliance with the provisions set forth herein, the WRA agrees to pay the sum of **$**_____ to the Vendor.

B. All payments made by the WRA shall be made in accordance with Appendix C in this Agreement.

C. Prior to the WRA's last payment in accordance with Appendix C, an affidavit stating that the Participant's fifty percent (50%) share has been paid in full, or other documentation acceptable to the WRA that the Vendor has been paid in full (if applicable). The Vendor's invoice shall clearly reflect the total cost of the improvements.

D. The WRA shall not pay any invoice for signage installed prior to the commencement date of this Agreement.

E. The WRA shall maintain the right to refuse making any payment it believes exceeds the terms agreed to between the WRA, Participant, and Vendor.

3. TERM OF THE AGREEMENT:

A. The Date of Commencement of this Agreement shall be _____.

B. The Date of Completion shall be on or before _____. The Project shall not be considered complete until:

1) The work on the Project has been substantially completed in accordance with the plans and specifications as set forth in Appendix A (as approved by the WRA);

2) The WRA or its agent has inspected and approved the completion of the Project; and

3) If applicable, all suppliers, contractors, or other vendors other than the Vendor specified above have executed an Affidavit of Payment of Participant's share with respect to the Project, attached hereto as Appendix D. The WRA, at its sole discretion, may choose to waive this requirement.

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C. Extension of Time: The WRA may, in its sole discretion, grant an extension of this Agreement upon receipt of a written request from the Participant.

4. REPRESENTATIONS AND CERTIFICATIONS OF THE PARTICIPANT:

The Participant hereby represents and certifies under the pains and penalties of perjury:

A. Organization: The Participant is a legal resident of the Commonwealth of Massachusetts and is qualified to do business and is in good standing in the Commonwealth of Massachusetts with full power and authority to consummate the transactions contemplated hereby.

B. Authority: This Agreement has been duly executed and delivered on behalf of the Participant pursuant to and in full compliance with the authority granted by its organizational documents and its votes and/or resolutions, which authority has not been amended, modified or rescinded as of the date hereof.

C. Non Collusion, Good Faith: The bid or proposal upon which this Agreement is based was made in good faith and without collusion or fraud with any other person and is in all respects bona fide and fair. As used in this paragraph, the word "person" shall mean any natural person, joint venture, business partnership, corporation, union, committee, club or other organization, entity or group of individuals.

D. Tax and Contributions Compliance: The Participant is in full compliance with all laws of the United States and the Commonwealth of Massachusetts relating to taxes and to contributions and payments in lieu of taxes.

E. Municipal Taxes and Liens. The Participant has paid all real estate, personal property, or excise tax, water charges, fines and/or any other municipal lien charges due to the City of Woburn.

F. Licenses and Permits. The Participant shall be in possession of all licenses and permits necessary to perform the improvements on the Project in accordance with the plans and specifications set forth in Appendix A.

G. Participant is either the owner or a tenant operating a retail business, service establishment or office at the Project.

5. TERMINATION FOR CAUSE/OTHER REMEDIES:

If the Participant fails or neglects to perform its obligations hereunder; if the Participant ceases to be the owner or tenant at the Project; if the Participant is the petitioner or debtor in any proceeding in bankruptcy, insolvency, reorganization, liquidation, or dissolution; or has made any material misrepresentation hereunder; then, in addition to other legal or equitable remedies under state or federal law, the WRA shall have the right to take any or all of the following actions:

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A. terminate this Agreement;

B. disallow all or part of the Grant for the Improvements at the Project not in compliance with the terms herein;

C. temporarily withhold payments pending correction of the deficiency;

D. sue for specific performance and/or money damages; and

E. take such other enforcement action as may be available.

8. NOTICES:

Whenever notice is required under this Agreement, such notice shall be in writing and shall be hand-delivered, or mailed certified/return receipt requested, or faxed with a transaction report or similar machine-produced evidence of facsimile transmission:

A) If to the WRA, addressed to Tina Cassidy, WRA Administrator, City of Woburn, 10 Common Street, Woburn, MA 01801 or such other address as the WRA has notified the Participant in writing, or

B) if to the Participant, addressed to_____or such other address, as the Participant has notified the WRA in writing. Notice shall be deemed given on the date of mailing by the party giving such notice.

9. COMPLETE AGREEMENT:

This Agreement supersedes all prior agreements and understanding between the parties. No amendment shall be effective unless it is in writing, signed by all parties.

10. ASSIGNMENT/SUBCONTRACTING:

The Participant shall not assign or subcontract all or any part of this Agreement without the prior written consent of the WRA.

11. GOVERNING LAW/ENFORCEABILITY:

This Agreement shall be governed by the laws of the United States of America and the Commonwealth of Massachusetts. The invalidity or unenforceability of one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining provisions.

12. INDEMNIFICATION:

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The Participant agrees to indemnify and hold harmless, the WRA, the Woburn Development and Financial Corporation, and the City of Woburn from any liability or financial loss arising from errors or omissions of the Vendor or any person employed by the Vendor for this project. In addition, the WRA, the Woburn Development and Financial Corporation, and the City of Woburn shall not be liable for the quality of the sign/awning and the workmanship of the Vendor or any person employed by the Vendor for this project.

13. APPENDICES:

The following Appendices are attached and are hereby incorporated as part of this Agreement:

Appendix A	-	Plans & Specifications
Appendix B		Downtown Woburn Storefront Façade and Signage Improvement Program Guidelines and Funding Application Forms
Appendix C	-	Payment Schedule
Appendix D	-	Affidavit of Payment of Participant's Share (to be signed by Vendor at completion of Project)

In witness whereof, the **Woburn Redevelopment Authority** and **(Name of Participant)** have executed this Agreement as a sealed instrument as of the date first written above.

WOBURN REDEVELOPMENT AUTHORITY

_____

Donald P. Queenin, Chairman

PARTICIPANT

_____

[NAME], Business Owner

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APPENDIX C

WRA PAYMENTS

PROJECT: (Name and address of business and location where sign is to be erected)

TOTAL PROJECT COST: $_____

TOTAL AMOUNT TO BE PAID BY PARTICIPANT: $ _____
(50% of total project cost)

TOTAL AMOUNT TO BE PAID BY WRA: $ _____
(50% of total project cost)

WRA PAYMENT SCHEDULE

Initial Payment Amount: $_____ (50% of total amount to be paid by WRA)
Final Payment Amount: $ _____ (50% of total amount to be paid by WRA)

Project Completion Date: no later than _____.

In no case shall the total amount to be paid by the WRA exceed what has been agreed to above. The Participant shall be responsible for not only fifty percent (50%) of the TOTAL PROJECT COST but also for all other costs and charges that may exceed the TOTAL PROJECT COST noted above.

By signing below all parties understand and agree to the terms above.

WOBURN REDEVELOPMENT AUTHORITY

_____ Date:_____
Donald P. Queenin, Chairman

PARTICIPANT

_____ Date:_____
_____, Participant
Name of Business, Woburn, MA 01801

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APPENDIX D

AFFIDAVIT OF PAYMENT OF PARTICIPANT'S SHARE

I, _____, (Authorized Signatory of Vendor), (Vendor's mailing address), on oath depose and say that I performed the fabrication and installation of a sign at (Street address of property where sign is erected), which was completed on_____ for which I have been paid by the business owner the sum of _____

I acknowledge that by such payment, and upon the receipt of the final payment from the Woburn Redevelopment Authority of _____, I have been paid in full, and any statutory mechanics lien on the property which I may have had, has been discharged in full.

Signed under pains and penalties of perjury this _____ day of _____, 20__.

_____
Signature

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