

Boxford Resident Housing Trust Fund

Boxford Small Repair Grant Program

GRANT AGREEMENT

This GRANT AGREEMENT made this ____ day of _____, ____ between the Boxford Resident Housing Trust Fund, established pursuant to Chapter 443 of the Acts of 2022 of the Commonwealth of Massachusetts, having its usual place of business at 7A Spofford Road, Boxford, Massachusetts 01921 (the "Trust"), and _____, having their residence at _____, Boxford MA 01921 (the "Homeowner").

WHEREAS, the purpose of the Boxford Resident Housing Trust Fund is to provide funds for the preservation of housing in the Town of Boxford for the benefit of income qualified Boxford residents; and

WHEREAS, the Trust established the Small Repair 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 applications for grants of funds for purposes consistent with the Small Repair Grant Program; and

WHEREAS, in response thereto, the Homeowner submitted an application for funding for purposes consistent with the Small Repair Grant Program for repairs to be undertaken at the property located at _____, Boxford, MA (the "Property") 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, including any amendments thereto, as provided in the Grant Letter dated _____; and

WHEREAS, the Homeowner will receive financial assistance from the Trust to make health and safety improvements to the Property in compliance with the Grant Award Letter.

NOW THEREFORE, the Trust and Homeowner agree as follows:

- 1. Term of Agreement.** The Agreement will terminate one year after the Trust's final disbursement of all Project funds, unless terminated earlier for violations of the terms of this Agreement.
- 2. Terms of Repayment.** The Homeowner agrees that if he or she sells all or part of the property without the Trust's prior written consent during the term of the Agreement, then the Trust may require payment from the Homeowner in the full 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 by the Homeowner pursuant to the application, grant process, or this Agreement, prove to be false or misleading.
- 3. Payment.** The Homeowner shall be responsible, and agrees to pay, for any amounts over the grant award necessary to accomplish the Project, and will be required to fund that portion of the Project in advance of disbursement of the grant funds by the Trust. The Trust agrees to pay submitted valid and approved invoices in accordance with the procedures described in the Grant Award Letter within 30 days.

Initial(s) _____

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4. **Compliance.** The Homeowner agrees that all work undertaken with respect to the Project will be done in compliance with all Federal, State, and local laws, rules, regulations and orders applicable to the work undertaken at the Property pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
5. **Owner-Occupancy.** The Homeowner agrees to occupy the Property as their primary residence for the term of this Agreement.
6. **Notice to Sell.** The Homeowner agrees to notify the Trust at least 60 days prior to listing the Property or any portion thereof for sale during the time frame of this agreement.
7. **Income Eligibility.** The Homeowner certifies that he/she has provided complete, accurate, and current information regarding household total income as defined by the grant program to demonstrate the Homeowner's eligibility to receive the grant funds as determined by the Trust.
8. **Enforcement.** The Homeowner acknowledges that the Trust has the right and authority to enforce this Agreement.
9. **Termination.** If at any time during the term of this Agreement the Trust determines that the Homeowner has breached the terms of this Agreement, or any part thereof, or Trust to perform their obligation under this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the Homeowner in writing stating therein the nature of the alleged breach and directing the Homeowner to cure such breach within ten (10) days. If the Homeowner fails to cure said breach within ten (10) days, the Trust may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the Homeowner specifying the effective date of the termination. Upon receipt of said notice, the Homeowner shall cease to incur additional expenses in connection with the Project and this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the Trust may have against the Homeowner up to the date of such termination. Upon such termination, the Trust shall not be responsible for any costs incurred by the Homeowner with respect to the Project after the date of such termination.
10. **Liability of the Trust.** The Trust's liability hereunder shall be to make the payment specified in this Grant Agreement in accordance with the terms hereof, 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.
11. **Indemnification.** The Homeowner shall indemnify, defend, and hold the Trust and the Town of Boxford, and their 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 Homeowner's breach of this Agreement or the Homeowner's performance of the work that is the subject of this Grant Agreement or the negligence or misconduct of the Homeowner or their agents or employees. This obligation shall survive the termination or expiration of this Agreement.

Initial(s) _____

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12. **Successors and Assigns.** This Grant Agreement is binding upon the Homeowner, their successors, assigns, and legal representatives. The Homeowner shall not assign or otherwise transfer this Grant Agreement, in whole or in part, without the prior written consent of the Trust.

13. **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 such as electronic, 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.

14. **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.

15. **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.

16. **Entire Agreement.** This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

Initial(s) _____

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GRANT AGREEMENT

IN WITNESS WHEREOF, the undersigned Homeowner(s) has/have affixed his/her signature(s) and seal(s) this day of _____, 20_____.

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: