

HOUSING PRESERVATION PROGRAM AGREEMENT

CITY OF COMMERCE HOUSING PRESERVATION PROGRAM

THIS HOUSING PRESERVATION PROGRAM AGREEMENT ("Agreement") which is dated as of _____ (the "Effective Date") is entered into by and between the CITY OF COMMERCE, a public body, corporate and politic ("City") and _____ ("Owner(s)"). Owner and the City agree as follows:

Section 1. Owner(s) acknowledges that (i) Owner(s) received a copy of and read the Housing Preservation Program and (ii) Owner has completed a Housing Preservation Program Application ("Application") and submitted the Application to the City.

Section 2. Owner(s) acknowledges that it has met with the City staff members and Owner agrees that Owner(s)'s home, which is located at _____, **Commerce, CA 90040** ("Property"), needs certain repairs and improvements, which are listed in Exhibit 1 to this Agreement ("Work").

Owner(s) agrees that the total estimated cost of completing all the Work is **Dollars (\$ _____ .00)** as described in Exhibit 1 (the "Contract Price") and Owner(s) understands that the City will provide the full amount of these funds in the form of a grant ("Grant") to Owner(s).

Section 3. By filling out the Application provided to Owner(s) by the City when Owner(s) first requested assistance in rehabilitating the Property, Owner(s) provided the City with certain information about Owner(s)'s total income, the names of the person's who will be living on the Property (these people and only these people, are members of Owner(s)'s "household"), and the total income of all of the members of Owner(s)'s household. In addition, Owner(s) represented to City that Owner(s), and all the members of Owner(s)'s household, live at the Property as their primary place of residence. This information is very important to the City and, in fact, the City decided to provide Owner(s) the Grant to complete the Work described in Exhibit 1 based upon this information, which Owner(s) has provided under penalty of law.

If any of the information provided in the Application has changed, it is Owner(s)'s responsibility to inform the City, in writing, of the change prior to signing this Agreement. By signing this Agreement Owner(s) is stating that the information Owner(s) provided the City in the Application was correct at the time Owner(s) filled out the Application and remains correct, or Owner(s) has corrected it, in writing, at the time Owner(s) signs this Agreement.

Section 4. This Agreement is between Owner(s) and the City. Owner(s) specifically agrees to comply with all City ordinances, rules and regulations pertaining to the Property.

Section 5. This Agreement is governed by the laws of the State of California. Any legal action brought under this Agreement must be instituted in the appropriate California State court in Los Angeles County, California.

Section 6. Notices under this Agreement shall be to the addresses set forth below:

City of Commerce
2535 Commerce Way
Commerce, CA 90040
Attn: Director of Public Works and
Development Services

Commerce, CA 90040

Section 7. Indemnity. Owner(s) shall defend, indemnify and hold City, its officers, directors, agents, servants, attorneys, employees and contractors harmless from and against any liability, loss, damage, costs or expenses arising from or as a result of the Work carried out or completed on the Property or arising from or as a result of this Agreement.

Section 8. Right of Access. For the purposes of assuring compliance with this Agreement, representatives of the City shall have reasonable rights of access to the Property, without charge, during day light hours, until the City determines that the Work is complete.

Section 9. Schedule of Performance. Work shall be completed no later than 45 days from the date of the Notice to Proceed.

IN WITNESS WHEREOF, the parties hereto have each executed or caused to be executed this agreement as of the Effective Date

OWNER(S)

By: _____

CITY OF COMMERCE

By: _____
Hugo A. Argumedo, Mayor

Attest:

Lena Shumway
City Clerk

Approved as to form:

Noel Tapia
City Attorney

EXHIBIT 1

LIST OF ITEMS TO BE REPAIRED, REPLACED, OR CONSTRUCTED AND TOTAL COST OF REHABILITATION ("WORK")