



The City of Inman Commercial Façade Improvement Program Program Policy and Guidelines

Program Overview:

The purpose of the City of Inman's "Commercial Façade Improvement Program" is to encourage investment in the City's Central Business District, with the goal of revitalizing downtown. This program provides funds to finance exterior improvements to commercial buildings that improve the appearance of buildings.

Funding:

The program provides for a one-time reimbursement. The minimum amount of funding available is \$500 and the maximum amount of funding available is \$20,000. The amount allocated annually by the City Council to this program is limited. For that reason, once all funds have been expended in a fiscal year, no additional applications will be accepted that year.

A match of 50% of the project costs is required from the applicant. For example: An applicant applies for assistance with a façade improvements project estimated to cost \$1,000. The applicant's 50% match in this case would be \$500, and the City's reimbursement to the applicant would be \$500, for a total project cost of \$1,000.

Eligibility:

Eligible Applicants. Eligible applicants include owners of commercial properties and owners/managers of businesses within Inman's Central Business District. Business owners/managers who are requesting funding to make improvements to a building they are leasing must submit an "Owner Consent Form" with the completed application. Only businesses whose existing use is allowable under the City's current codes and regulations are eligible for funding through the program. The City reserves the right to deny funding to applicants who are delinquent on payment of taxes, fines, fees, or licenses.

Eligible Buildings and Areas. Since the goal of the program is to revitalize downtown, the eligible buildings are commercial buildings that are zoned CBD “Central Business District.” **(See Exhibit A.)** New construction will not be considered for this program. A building does not have to be currently occupied in order to be eligible for funding under this program.

Eligible Improvements/Activities. Façade renovations must involve the general upgrading of a building’s external appearance. Façade program funding is to be used for permanent exterior visual improvements to storefronts.

Permanent exterior improvements that are eligible include:

- Masonry repairs and tuckpointing
- Repairing, replacing, and preserving historically significant architectural details, including exposure and cleaning of such details (sandblasting for these purposes, or for other purposes, will not be approved)
- Storefront reconstruction
- Cornice repair and exterior trim work
- Exterior painting and repairs to the finishes of original buildings
- Awnings and canopies
- Window bar removal
- Window and door repair or replacement
- Permanent exterior signage
- Permanent exterior lighting
- Repair or replacement of gutters and down spouts
- Installation of or improvements to outdoors decking and stairs
- Side and rear building façade improvements where said improvements result in a significant enhancement to the aesthetic of the building and surrounding area

Examples of activities that are not eligible include:

- Landscaping
- Non-visible roofing
- Attached, hanging, or projecting signs unrelated to the architecture of the building
- Non-visible mechanical equipment enclosures
- Improvements to parking
- Billboards
- Interior renovations
- Temporary, portable, or non-permanent improvements
- New construction
- Property acquisition
- Expansion of existing building area
- Conversion of use
- Working capital
- Refinancing existing debt
- Payment of current or delinquent taxes, licenses, or fees
- Contributions toward improvements in progress or

- | | |
|---|--|
| <ul style="list-style-type: none"> reimbursement for improvements completed prior to grant approval – Utility or trash enclosures – Improvements required due to a violation notice or citation for - Any improvement that violates current building or zoning codes. | <ul style="list-style-type: none"> violating City ordinances or building codes standards – Site furnishings and amenities – Sandblasting – Demolition of historic features – Fees for professional services |
|---|--|

Application Process:

Application submission and approval process. You can obtain applications for the “Commercial Façade Improvement Program” at City Hall, 20 S. Main Street, or online at www.cityofinman.org. We will only accept completed applications that include all required documentation and information.

1. Owner/tenant completes the application and attaches the information required on the application.
2. Owner/tenant turns in the application at City Hall to the City Administrator.
3. The City places the application on the agenda for the Planning Commission’s meeting for the funding cycle in question.
4. The Planning Commission reviews, scores, and makes a recommendation on the application. The Planning Commission then sends its recommendation to the City Council. The Planning Commission reserves the right to recommend denial of an application, as well as to recommend alternatives to the applicant, taking into account the current use of the building.
5. If the City Council approves the application, then the applicant and the City sign the “Façade Improvement Agreement.” The applicant must also sign the “Façade Improvement Agreement” prior to beginning work. Parties in the agreement will be the applicant, the building owner (if other than the applicant), and the City.
6. Any changes to the design after project approval must be submitted to, and approved by, the Planning Commission.
7. All applicants are required to begin work on the project within 45 days of notice of application of approval, and all work must be completed within 180 days of notice of application approval.

Review Process and Criteria:

Planning Commission review. The five-member Planning Commission serves as the review committee for the “Commercial Façade Improvement Program.” The Planning Commission makes award recommendations to the City Council. The Planning Commission also reviews and approves (or denies) proposed design changes after project approval.

Review Criteria. The Planning Commission will evaluate application, first, to determine eligibility. The Planning Commission will then score eligible applications based on how well it meets each of the program criteria. The Planning Commission will then give its scoring of eligible applications, as well as its funding recommendations, to the City Council for final review and approval. The scoring criteria are as follows:

Visual impact

- The project incorporates design elements that are appropriate for a historic downtown commercial district
- The project restores features of the buildings that are historically or architecturally significant
- The improvements apply to the entire storefront
- The improvements enhance highly visible elements of the building

Financial impact

- The extent to which the project leverages other types of private investment

Quality of the improvements

- The overall impact of the project on improving the appearance and revitalization of the Central Business District is high
- The improvements will be durable and long-lasting
- The project goes beyond basic rehabilitation and re-establishes a more historically accurate appearance compared to other projects

Distribution of Funds:

Requirements. The City provides funding on a reimbursement basis following completion of the project. Applicants who have been awarded funding must document all project expenses and provide the City with proof of payment (cancelled checks, invoices, receipts, and so on) for all eligible improvements within 30 days of completion. The proof of payment must also show the applicant’s matching contribution of 50%.

Distribution timeline. All work must be completed within 180 days of the award. Once construction is complete, the City will visit the project to ensure that it complies with the approved plans. After both verifying the applicants’ proof of payment and completing the site visit, the City will issue a check for the actual project cost, up to the approved amount, provided the work is in accordance with the agreement.

Default and remedies for default. For a period of four years from the date of project completion, a façade grant recipient shall be considered in default of the agreement under the following circumstance: (1) the recipient fails to properly maintain the façade after improvements are completed; (2) the recipient becomes delinquent in paying all

property taxes, fees, and licenses associated with the business/building where the improvements were made; or (3) the recipient fails to operate the business/building where the improvements were made in compliance with applicable local, state, and federal codes, laws, and regulations. In cases of the recipient's default, the balance of the grant is due and payable to the City. The City may take whatever action by law, or in equity, as may be necessary or desirable to collect any outstanding balance or to enforce the performance and observation of any other obligation or agreement of the recipient.

Application Deadline and Funding Cycles:

The application window opens four times a year, seasonally, depending on the availability of funds. The "Commercial Façade Improvement Program" calendar for 2018/2019, including application deadlines, is provided in detail in Appendix A. Hard copies of the application are due at City Hall by 5:00 PM on the listed application due date.

Additional Grant Policies:

Grant recipients will agree to place a "City of Inman Commercial Façade Improvement Program" sign at the construction site during the time of improvements and in their storefront window for 180 days after the completion of the project.

Each grant year stands alone. An application submitted and not funded in any given fiscal year must be resubmitted the following fiscal year for further consideration.

Contact Information:

For more information, please contact: City Administrator Jeremy Caudle; office: 864-472-6200, ext. 25; email: jcaudle@cityofinman.org.

APPENDIX A

Commercial Façade Improvement Program Funding Calendar for 2018/2019

Funding Cycle	Deadline	Item
Summer	Monday, May 15, 2018	Application window opens
	Wednesday, June 20, 2018	Applications due for summer funding cycle. Application window closes for this cycle.
	Monday, June 25, 2018	Planning Commission review of applications
	Monday, July 09, 2018	City Council reviews Planning Commission recommendations and makes award
	Thursday, August 23, 2018	Deadline for work to commence for approved applications for this cycle
	Saturday, January 05, 2019	Deadline for work to be completed for approved applications during this cycle
Fall	Monday, August 06, 2018	Application window opens
	Wednesday, September 19, 2018	Applications due for fall funding cycle. Application window closes for this cycle.
	Monday, September 24, 2018	Planning Commission review of applications
	Monday, October 08, 2018	City Council reviews Planning Commission recommendations and makes award
	Thursday, November 22, 2018	Deadline for work to commence for approved applications for this cycle
	Saturday, April 06, 2019	Deadline for work to be completed for approved applications during this cycle
Winter	Monday, November 05, 2018	Application window opens
	Wednesday, December 19, 2018	Applications due for winter funding cycle. Application window closes for this cycle.
	Wednesday, December 26, 2018	Planning Commission review of applications
	Monday, January 14, 2019	City Council reviews Planning Commission recommendations and makes award
	Thursday, February 28, 2019	Deadline for work to commence for approved applications for this cycle
	Saturday, July 13, 2019	Deadline for work to be completed for approved applications during this cycle
Spring	Monday, February 04, 2019	Application window opens
	Wednesday, March 20, 2019	Applications due for spring funding cycle. Application window closes for this cycle.
	Monday, March 25, 2019	Planning Commission review of applications
	Monday, April 08, 2019	City Council reviews Planning Commission recommendations and makes award
	Thursday, May 23, 2019	Deadline for work to commence for approved applications for this cycle
	Saturday, October 05, 2019	Deadline for work to be completed for approved applications during this cycle

CITY OF INMAN – COMMERCIAL FAÇADE IMPROVEMENT APPLICATION

Please print or type requested information and submit it to the Planning Commission. Read carefully and complete all items. Please be aware, once information is submitted, it is considered public information.

ATTACHMENTS (READ CAREFULLY – ALL ITEMS ARE REQUIRED AND MUST BE ATTACHED)

- PROOF OF BUILDING OWNERSHIP AND FULL LEGAL DESCRIPTION OF PROPERTY** - Such as a copy of the recorded deed
- OWNER CONSENT FORM** – Required if the applicant/primary contact is not the owner of the project real estate
- REAL ESTATE TAXES** - Statement from the County Treasurer certifying there are no delinquent or unpaid taxes or special assessments, no unpaid forfeited taxes, and no redeemable tax sales are against the property
- PROPERTY INSURANCE** - Proof of current property and casualty insurance
- NARRATIVE PROJECT DESCRIPTION** - A typed statement of what the facade project will involve. Provide as much detail as possible, including what you are changing or replacing, type of new materials to be used, color, location on facade, etc.
- PHOTOGRAPH(S) OF EXISTING FACADE** – Submit several photos of your building in its current condition. Be sure to label each photo and indicate what improvements you are proposing to make in each.
- DRAWINGS OF PROPOSED FACADE IMPROVEMENTS** - Conceptual plans full construction drawings. Include product sample sheets showing colors, size, type of materials and finishes, etc. If a sign is proposed, graphically indicate sign lettering style, letter and sign dimensions.
- DETAILED COST ESTIMATES/BIDS FOR PROPOSED FACADE IMPROVEMENTS** - A minimum of three (3) qualified quotes for all exterior facade work to be performed, or a statement that a sufficient number of contractors is not available to provide the minimum number of quotes. Indicate what contractors you are proposing to use on the project. Quotes should provide enough detail to make the proposed scope of work clear (quantity, cost and type of work).
- LETTER OF COMMITMENT.** A letter of commitment must be provided from all entities (other than the owner) providing funds.

PROJECT INFORMATION

ANTICIPATED PROJECT START DATE: _____

**Proposed facade improvements shall begin within 180 days of signing the Facade Grant Agreement*

ANTICIPATED PROJECT COMPLETION DATE: _____

APPLICANT/PRIMARY CONTACT INFORMATION

Primary contact name

Mailing address

City, State, Zip

Phone

Fax

Email

OWNER INFORMATION

Owner name	Mailing address	City, State, Zip
Phone	Fax	Email

BUSINESS NAME:

TAXPAYER ID:

TYPE OF BUSINESS:

<input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETOR	<input type="checkbox"/> LIMITED LIABILITY COMPANY	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> LAND TRUST
		<input type="checkbox"/> CORPORATION	<input type="checkbox"/> OTHER

PROVIDE THE FOLLOWING INFORMATION FOR EVERY PERSON THAT HOLDS 10% OR MORE OF THE OWNERSHIP.

FULL NAME	ADDRESS	TELEPHONE NUMBER	% OWNERSHIP
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PROPERTY INFORMATION

PROJECT ADDRESS:

STREET	CITY	STATE, ZIP
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PARCEL ID NUMBER: _____

ZONING ON PROPERTY: _____

WHAT IS YOUR LEGAL INTEREST IN THE BUILDING? PROPERTY OWNER OR TENANT

*IF TENANT, THE PROPERTY OWNER MUST COMPLETE AND SUBMIT AN OWNER CONSENT FORM.

YES NO IS AT LEAST 50% OF THE TOTAL BUILDING FLOOR SPACE UTILIZED FOR COMMERCIAL PURPOSES?

PROVIDE A LIST OF ALL BUSINESSES OPERATING FROM THE PROJECT ADDRESS – ATTACH A SEPARATE SHEET IF NECESSARY

BUSINESS NAME	TYPE OF BUSINESS (COMMERCIAL, SERVICE, RESTAURANT, RETAIL, ETC)	OWNER'S NAME	SQUARE FOOTAGE
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SOURCE OF FUNDS FOR FACADE PROJECT

SOURCE/PROVIDER OF FUNDS	ANTICIPATED DATE OF RECEIVING FUNDS	ANTICIPATED AMOUNT OF FUNDS	PERCENT OF TOTAL SOURCES OF FUNDS
OWNER'S EQUITY/CASH			
TOTAL SOURCE OF FUNDS*			

LETTERS OF FUNDING COMMITMENTS MUST BE SUBMITTED FROM ALL SOURCES (OTHER THAN PROPERTY/BUSINESS OWNER)

PROJECT ESTIMATE

DESCRIPTION OF WORK AND/OR MATERIAL (PLEASE REFERENCE APPROPRIATE QUOTE)	QUANTITY	UNIT COST	EXTENSION
FACADE DEMOLITION			
FACADE RECONSTRUCTION (FRAMING/CARPENTRY)			
BRICKWORK			
PAINTING			
WINDOW REPAIR/REPLACEMENT			
DOOR REPAIR/REPLACEMENT			
SIGNAGE			
AWNING			
EXTERIOR LIGHTING			
<i>OTHER CONSTRUCTION COSTS:</i>			
TOTAL FACADE PROJECT COSTS			

ACKNOWLEDGEMENTS

INITIAL
BELOW

_____ I/WE HAVE READ AND UNDERSTAND THE COMMERCIAL FAÇADE IMPROVEMENT PROGRAM POLICY AND AGREE, TO THE FULLEST EXTENT FEASIBLE, TO ABIDE BY SAID POLICY.

_____ I/WE UNDERSTAND THAT A FACADE GRANT AGREEMENT WILL BE SIGNED WITH THE CITY REQUIRING PRORATED REPAYMENT OF THE INJECTED GRANT DOLLARS IN THE EVENT: THE PROPERTY DOES NOT MAINTAIN 50% OR MORE OF ITS FLOOR SPACE DEVOTED TO A COMMERCIAL USE; FAILURE TO PROPERLY MAINTAIN IMPROVEMENTS TO THE PROPERTY FINANCED IN PART BY THE CITY PER THE AGREEMENT; OR IMPROVEMENTS ARE UNDERTAKEN OUT OF COMPLIANCE WITH PROGRAM GUIDELINES.

_____ I/WE UNDERSTAND THAT MY/OUR PROJECT MUST BE COMPLETE AND ALL CONTRACTOR CERTIFIED PAYROLLS VERIFYING PREVAILING WAGES WERE PAID AND FINAL LIEN WAIVERS MUST BE SUBMITTED.

_____ I/WE UNDERSTAND THE OWNER/APPLICANT WILL BE RESPONSIBLE FOR ASSURING ALL APPLICABLE FEDERAL, STATE, COUNTY AND CITY PERMITS ARE SECURED AND ASSOCIATED FEES ARE PAID PRIOR TO THE ONSET OF WORK.

_____ DUE TO THE LIMITATION ON THE AMOUNT OF AVAILABLE PROGRAM FUNDS, I/WE UNDERSTAND THAT AN ELIGIBLE, COMPLETED APPLICATION IS NOT NECESSARILY A GUARANTEE OF PROJECT FUNDING.

_____ I/WE UNDERSTAND THAT MY/OUR PROPERTY MUST BE LOCATED WITHIN THE GEOGRAPHICALLY DEFINED BOUNDARIES OF THE DOWNTOWN FACADE GRANT PROGRAM AREA AND THE SUBJECT PROPERTY MUST ALSO BE SUBJECT TO REAL ESTATE TAXES.

_____ I/WE UNDERSTAND THE OWNER OF THE PROPERTY IS CURRENT ON ALL REAL ESTATE TAXES AND MORTGAGE PAYMENTS.

_____ I/WE UNDERSTAND THAT, BARRING THE OCCURRENCE OF UNFORESEEN CIRCUMSTANCES BEYOND THE CONTROL OF ME/US AS APPLICANT, I/WE WILL BE OBLIGATED TO SATISFACTORILY COMPLETE THE FACADE REDEVELOPMENT.

APPLICANT SIGNATURE

I UNDERSTAND THAT MY SUBMISSION OF AN APPLICATION DOES NOT CONSTITUTE A GUARANTEE FOR FUNDING UNDER THE COMMERCIAL FAÇADE IMPROVEMENT PROGRAM. I CERTIFY THAT ALL INFORMATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE, AND IF APPROVED, WORK WILL BE COMPLETED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE COMMERCIAL FAÇADE IMPROVEMENT PROGRAM POLICY AND GUIDELINES.

BY SIGNING BELOW, THE APPLICANT ACKNOWLEDGES THAT HE/SHE HAS RECEIVED AND READ THE PROGRAM POLILCY AND GUIDELINES FOR THE DOWNTOWN FAÇADE REDEVELOPMENT GRANT PROGRAM. ALSO, THE APPLICANT ACKNOWLEDGES THAT HE/SHE IS DULY AUTHORIZED TO ACT ON BEHALF OF THE COMPANY AND/OR EACH PRINCIPAL OF THE COMPANY AND THAT THE COMPANY IS PROPERTY ORGANIZED AND LICENSED TO CONDUCT BUSINESS IN THE STATE OF SOUTH CAROLINA.

Applicant/Owner Signature

Date

OFFICE USE

On _____, 20__ the Planning Commission recommended: _____ Approval _____ Denial

Approval with the following conditions: _____

In an amount not to exceed \$ _____

CITY OF INMAN
Commercial Façade Improvement Agreement

THIS AGREEMENT, entered into this ___ day of _____, _____ between the City of Inman, South Carolina (hereinafter referred to as "CITY") and the following designated OWNER/LESSEE:

Owner's Name: _____

Lessee's Name: _____

Name of Business: _____

Tax ID#/Social Security#: _____

Address of Property to be improved:

RECITALS:

WHEREAS, the City of Inman has established a Commercial Façade Improvement Program for application within the Central Business District ("District"); and

WHEREAS, said Commercial Façade Improvement Program is administered by the CITY, with the advice of the Planning Commission, and is funded by the hospitality tax special revenue fund for the purposes of improving the appearance of the District in order to increase tourism to the historic buildings and businesses within the District; and

WHEREAS, pursuant to the Commercial Façade Improvement Program, the CITY has agreed to participate, subject to its sole discretion, in reimbursing owners/lessees for the cost of eligible exterior improvements to commercial establishments within the District up to a maximum of 50% of the approved contract cost of such improvements and no more than \$20,000; and

WHEREAS, the OWNER/LESSEE'S property is located within the City of Inman's Central Business District, and the OWNER/LESSEE desires to participate in the Commercial Façade Grant Program pursuant to the terms and provisions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements obtained herein, the CITY and the OWNER/LESSEE do hereby agree as follows:

SECTION 1. With respect to the façade improvements, the CITY shall reimburse the OWNER/LESSEE for the cost of improvements to the OWNER/LESSEE'S property at the rate of fifty percent (50%) of such costs not to exceed \$_____ for façade improvements. The improvement costs that are eligible for CITY reimbursement include all

labor, materials, equipment, and other contract items necessary for the proper execution of the work as shown on the plans, design drawings, specifications, and estimates approved by the CITY and attached hereto as EXHIBIT A.

SECTION 2. No improvement work shall be undertaken until its design has been submitted to and approved by the CITY and until OWNER/LESSEE has obtained all permits required pursuant to the applicable building and zoning codes. Following approval, the OWNER/LESSEE shall contract for the work and shall commence and complete all such work within one hundred eighty days (180) from the date of such approval. The OWNER/LESSEE may request a ninety-day (90) extension provided there is a demonstrated hardship.

SECTION 3. Upon completion of the improvements and upon their final inspection and approval by the CITY, the OWNER/LESSEE shall submit to the CITY contractor statements showing the full cost of the work, as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials, or equipment necessary to complete the façade improvement related work. In addition, the OWNER/LESSEE shall submit to the CITY proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The CITY shall issue a check to the OWNER/LESSEE as reimbursement for one-half of the approved construction cost estimate or one-half of the actual construction cost, whichever is less, subject to the limitations set forth in Section 1 hereof, upon receiving the contractor's statement, proof of payment, and lien waivers.

SECTION 4. The OWNER/LESSEE shall place a sign acknowledging the CITY'S reimbursement for the façade improvements. The OWNER/LESSEE shall place the sign at the construction site during the time the improvements are being made. After completion of the improvements, the OWNER/LESSEE shall place the sign in their storefront window for 180 days after completion of the improvements. The sign must be posted prior to the CITY issuing its reimbursement.

SECTION 5. OWNER/LESSEE shall execute and record a restrictive deed covenant at the CITY'S request.

SECTION 6. If the OWNER/LESSEE or the OWNER/LESSEE'S contractor fails to complete the improvement work provided for herein in conformity with the approved plans, design drawings and specifications, and the terms of this Agreement, then upon written notice being given by the CITY Administrator to the OWNER/LESSEE to the address listed above, this Agreement shall terminate and the financial obligation on the part of the CITY shall cease and become null and void.

SECTION 7. Upon completion of the improvement work pursuant to this Agreement and for a period of four (4) years thereafter, the OWNER/LESSEE shall be responsible for properly maintaining such improvements in finished form and without change or alteration thereto, as provided in this Agreement, and for the said period of four (4) years following completion of the construction thereof, the OWNER/LESSEE shall not enter into any Agreement or contract or take any other steps to alter, change, or remove such improvements, or the approved design thereof, nor shall the OWNER/LESSEE undertake any other changes, by contract or otherwise, to the improvements provided in this Agreement unless such changes are first submitted to the CITY, and any additional review body designated by the CITY

Administrator, for approval. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in the plans, design drawings, and specifications approved pursuant to this Agreement.

SECTION 8. This Agreement shall be binding upon the OWNER/LESSEE and its successors, to said property for a period of four (4) years from and after the date of completion and approval of the façade improvements provided herein. It shall be the responsibility of the OWNER/LESSEE to inform subsequent OWNER(S)/LESSEE(S) of the provisions of this Agreement.

SECTION 9. The OWNER/LESSEE releases the CITY from, and covenants and agrees that the CITY shall not be liable for, and covenants and agrees to indemnify and hold harmless the CITY and its officials, officers, employees, and agents from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with directly or indirectly with the façade improvement(s). The OWNER/LESSEE further covenants and agrees to pay for or reimburse the CITY and its officials, officers, employees, and agents for any and all costs, reasonable attorney's fees, liabilities, or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action. The provisions of this section shall survive the completion of said façade improvement(s).

SECTION 10. For a period of four years from the date of project completion, the OWNER/LESSEE shall be considered in default of the agreement in one or more of the following circumstances: (1) the recipient fails to properly maintain the façade after improvements are completed; (2) the recipient becomes delinquent in paying all property taxes, fees, and licenses associated with the business/building where the improvements were made; or (3) the recipient fails to operate the business/building where the improvements were made in compliance with applicable local, state, and federal codes, laws, and regulations.

SECTION 11. In cases of default of the OWNER/LESSEE, the OWNER/LESSEE must repay to the CITY on a prorated basis the reimbursement that the CITY made to OWNER/LESSEE pursuant to this agreement, to be calculated as follows:

Multiply the total reimbursement that CITY made to OWNER/LESSEE by the following fraction: the number of months remaining between the month when OWNER's/LESSEE's default occurred and the total number of months (48) of the contract term divided by the total number of months (48) of the contract term.

SECTION 12. The CITY may take whatever action by law, or in equity, as may be necessary or desirable to collect any outstanding balance or to enforce the performance and observation of any other obligation or agreement of the recipient.

SECTION 13. Nothing herein is intended to limit, restrict, or prohibit the OWNER/LESSEE from undertaking any other work in or about the subject premises, which is unrelated to the façade improvement provided for in this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

OWNER/LESSEE:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

CITY OF INMAN:

By: _____
Name: _____
Title: _____

ATTEST:
By: _____
City Clerk

OWNER CONSENT FORM

If the applicant/primary contact does not own the property, this form must be completed by the property owner and submitted with the application. Please print or type requested information and submit it to Inman City Hall. Read carefully and complete all items.

The undersigned owner of the existing building located at: _____
_____ (Address) hereby grants permission
to _____ (Applicant/Primary contact) to act
on behalf of the owner for this funding request and has the authority to deal with the property
and Commercial Façade Improvement funding request in all aspects. I understand that I will
be required to jointly (with the applicant/primary contact) enter into a Commercial Façade
Improvement Agreement with the City of Inman.

I further grant my permission to _____ (Applicant/Primary
contact) and his/her contractors or agents to implement the improvements listed on the
Application or associated attachments as approved through the Planning Commission and City
Council. The undersigned also agrees to work with the applicant/primary contact to adhere to
the façade improvement program requirements, which include maintaining the improvements
authorized by the façade improvement program for a period of four years from the date of the
City's reimbursement.

I certify that I have received a copy of the Commercial Façade Improvement Program Policy
and Guidelines from the applicant/primary contact and that I am fully aware of what is being
proposed. The undersigned agrees and understands it will be the applicant's/primary
contact's responsibility to inform all other interested parties of any correspondence and the
status of the commercial façade improvement program funding.

The undersigned hereby waives any claim against the City of Inman arising out of the use of
said reimbursement for the purposes set forth in the Façade Application. The undersigned
agrees to hold the City harmless for any charges, damages, claims or liens arising out of the
Applicant's participation in the Commercial Façade Improvement Program.

In witness whereof, the owner has hereunto set his hand and seal, or if a corporation, has
caused this instrument to be signed in its corporate name by its duly authorized officer and its
seal to be hereunto affixed by authority of its Board of Directors, if a Partnership by its
Partners, if a LLC, by its Members/Managers, etc.

[This section left intentionally blank. Signature page to follow.]

Company Name

Corporate Seal

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

State of South Carolina
County of _____

ACKNOWLEDGEMENT

On this _____ day of _____, 20____, before me personally appeared _____, who provided satisfactory evidence of his/her identification to be the person whose name is subscribed to this instrument and s/he acknowledged that s/he executed the foregoing instrument by his/her signature here.

Document Holder's Signature

Sworn to (or affirmed) and subscribed before me this the _____ day of _____, 20_____.

(Official Seal)

Official Signature of Notary

_____, Notary Public
Notary's printed or typed name

_____ County, South Carolina

My commission expires: _____

