

**Broken Window and Facade Improvement Fund  
AGREEMENT**

**Between  
The Alliance for Pioneer Square  
And**

\_\_\_\_\_  
**(Grantee)**

Grantee (company name):	
Address (mailing):	
Telephone:	
Project Manager:	
Grant Amount:	
Grantee ID Number:	<i>[leave blank for internal use]</i>
Contract Start Date: (Please enter today's date)	
Contract End Date:	December 31, 2021

On behalf of Grantee, I understand and agree to the terms and conditions of the Alliance's Award as described in the Agreement on the following pages, and hereby certify my authority to execute this Agreement on Grantee's behalf.

**GRANTEE:**

By: \_\_\_\_\_  
Signature of Owner or Representative

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Owner or Representative's Name

\_\_\_\_\_  
Print Title

**THE ALLIANCE FOR PIONEER SQUARE:**

By: \_\_\_\_\_  
Lisa Dixon Howard, Executive Director

Date: \_\_\_\_\_

## **AGREEMENT**

This Agreement is between The Alliance for Pioneer Square, a Washington nonprofit corporation (“Alliance”) and the Grantee identified on the first page (“Grantee”). The parties agree as follows:

### **BACKGROUND**

The Broken Window and Facade Improvement Fund provides financial support to Pioneer Square business and property owners for replacing broken windows and repairing or improving the appearance of building facades or storefronts. Funds may be used to cover materials and labor. This funding was made possible by Historic South Downtown.

#### **1. USE AND SCOPE OF WORK**

Grantee shall use the Award solely for project expenses in accordance with objectives stated in the scope of work and in accordance with the budget submitted with Grantee’s Application and attached Exhibit A.

#### **2. TERM**

The term of this Agreement shall start on the date on which both parties have signed the Agreement and end no later than the date specified on the first page of this Agreement, unless the Alliance agrees to extend the term of this Agreement.

#### **3. PAYMENT**

The Award in the amount set forth in Section 1 will be paid directly to Grantee, and Grantee will accept such funds. Grantee may not use the Award funds for any purpose other than as described in the scope of work. Grantee may not use the Award to reimburse any expenses incurred before the program launch date (June 7, 2021). At the Alliance’s request, Grantee will repay any portion of the Award used or committed in material breach of this Agreement, as determined by the Alliance in its sole discretion.

#### **4. RECORDS AND REPORTS**

- a. Records.** Grantee will keep full and adequate records concerning receipts and expenses relating to use of the Award for at least six years after the termination of this Agreement, and will make these records available to the Alliance on request at any reasonable time.
- b. Visits and Audits.** Grantee will permit representatives of the Alliance to visit its premises and review its activities, and will permit the Alliance, at the Alliance’s

option and expense, to conduct an independent financial and/or programmatic audit of the use of the Award.

- c. **Management Changes.** Grantee will notify the Alliance immediately of any significant changes in its building ownership or organizational leadership, key personnel, or project funded by the Award.
- d. **Evaluation.** If the Alliance wishes to conduct an assessment, Grantee will give reasonable cooperation and designate an individual as point of contact.

## 5. RECOGNITION OF SUPPORT

Grantee agrees to acknowledge the support of the Alliance for Pioneer Square and Historic South Downtown in any media releases describing the project. Grantee will allow the Alliance to review and approve the text of any proposed publicity concerning this grant before its release. Any such media release or outreach must include the following statement:

“This project was supported by the Alliance for Pioneer Square using grant funding from Historic South Downtown.”

## 6. REMEDIES

The Alliance reserves the right to discontinue, modify or withhold any payments to be made under this Agreement or to require a total or partial refund of any grant funds, if it, in its sole discretion, such action is necessary: (1) because Grantee has not fully complied with the terms and conditions of this grant; (2) to protect the purpose and objectives of the grant or any other charitable activities of the Alliance; or (3) to comply with any law or regulation applicable to the Grantee, to the Alliance, or this grant.

## 7. ADDITIONAL AGREEMENTS

- a. **Indemnification and Hold Harmless:** Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Alliance for Pioneer Square and its officers, directors, trustees, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including actual attorneys' fees), arising from or in connection with, directly or indirectly, wholly or partially, any act of omission of Grantee or its volunteers, employees, or agents, in spending or applying the Grant or in carrying out the scope of work described in this Agreement.
- b. **Governing Law.** This Agreement is made in and will be governed by the laws of the State of Washington.

- c. **Compliance with Law.** At all times during the performance of this Agreement, Grantee shall strictly adhere to all applicable federal, state, and local laws, rules, and regulations.
- d. **Certificate of Approval.** Grantee will reach out to the Pioneer Square Historic Preservation District Coordinator to determine if a Department of Neighborhoods Certificate of Approval is required. If Pioneer Square Historic Preservation Board approval is required, a Certificate of Approval will be obtained before starting the project.
- e. **Permits.** Grantee will obtain all necessary permits required by the City of Seattle to complete the project. Proof of Permits will be sent to the Alliance for Pioneer Square prior to funding release.
- f. **Ownership of Improvements.** The Alliance for Pioneer Square will not have ownership over any modifications, alterations, and improvements made or added to any property as a result of projects funded by the Broken Window and Facade Improvement Fund.
- g. **Photograph Rights.** The Alliance for Pioneer Square has permission to publicly share and post “before” and “after” photographs of the project. The Alliance for Pioneer Square also reserves the right to submit photographs to Historic South Downtown. The Alliance for Pioneer Square will give proper credit to the person or entity that submitted photographs to the Alliance for Pioneer Square.
- h. **Severability.** If any term or provision of this Agreement is declared invalid or becomes inoperative for any reason, its invalidity or failure shall not affect the validity of any other term or provision. The waiver of any breach of a term of this Agreement hereof shall not be construed as a waiver or any other term.
- i. **Notices.** Notices to Grantee shall be delivered to Grantee at the address set forth on the cover sheet. Notices to the Alliance shall be delivered to the attention of Sara Pizzo, Project Manager, sara@pioneersquare.org, P.O. Box 4507, Seattle, WA 98194. Either party may change the address by such notice to the other.
- j. **Entire Agreement.** This Agreement supersedes any prior oral or written understandings or communications between the parties and contains the entire agreement of the parties with respect to its subject matter. This Agreement may not be amended or modified except unless in writing and signed by an authorized representative of the party against whom enforcement is sought.

*Exhibit A*

Broken Window and Facade Improvement Fund

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(Grantee)

Scope of Work

**Project Description**

Please provide a brief description of your project.

**Proposed Budget**

Please fill in the table, listing the cost of each item, if multiple, and the total project cost.

Item	Amount
TOTAL	