

**CITY OF LATHRUP VILLAGE DOWNTOWN DEVELOPMENT AUTHORITY  
FAÇADE IMPROVEMENT GRANT AGREEMENT**

This Façade Improvement Grant Agreement (“Agreement”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, by and between: **The City of Lathrup Village Downtown Development Authority**, a Michigan public body corporate organized and existing pursuant to the Downtown Development Authority Act, Public Act 197 of 1975, as amended (hereinafter referred to as the “DDA”), with its principal office at 27400 Southfield Road, Lathrup Village, Michigan 48076, and **[Full Legal Name of Business Owner]** (“Business Owner”), and **[Full Legal Name of Property Owner]** (“Property Owner”) (collectively referred to as the “Grantee”).

**Recitals**

WHEREAS, the DDA has established the Façade Improvement Grant Program to encourage high-quality exterior improvements that enhance the visual character and economic vitality of the City’s commercial corridors within the DDA District; and

WHEREAS, the Grantee submitted an application dated \_\_\_\_\_ for a Façade Improvement Grant for the property located at **[Property Address]**, Parcel ID \_\_\_\_\_ (the “Property”); and

WHEREAS, the DDA Board of Directors approved the Grantee’s application at its public meeting on \_\_\_\_\_, awarding a grant not to exceed **\$10,000** on a 50/50 matching reimbursement basis (the “Grant”); and

WHEREAS, the parties wish to set forth the terms and conditions under which the Grant will be provided;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

**1. Project Description** The Grantee shall complete the façade improvement project (the “Project”) as described in the approved Application and attached Exhibits, including the design renderings, contractor estimates, and scope of work. The Project must consist only of eligible permanent exterior improvements visible from the public right-of-way and must comply with all City codes, ordinances, and permitting requirements.

**2. Grant Amount and Matching Requirement** The DDA agrees to reimburse the Grantee up to **Fifty Percent (50%)** of the total eligible Project costs, not to exceed **Ten Thousand Dollars (\$10,000)**, upon satisfactory completion and verification. The Grantee is responsible for funding the remaining fifty percent (50%) of eligible costs.

**3. Term and Completion Deadline** The Grantee must complete the Project, obtain all required permits, and submit a complete reimbursement request within **one hundred eighty (180) days** of the date of this Agreement, unless a written extension is granted by the DDA. Any work commenced prior to the date of this Agreement is ineligible for reimbursement.

**4. Reimbursement Process** Reimbursement is conditioned upon full completion of the Project in accordance with the approved plans, submission of all required documentation (paid invoices, proof of payment, before-and-after photographs, lien waivers if requested), and final inspection and approval by the DDA and City staff. The DDA will issue reimbursement within thirty (30) days of verifying a complete and compliant request, subject to availability of funds.

**5. Repayment Obligation** If, within three (3) years following the date of final reimbursement, any of the following triggering events occurs, the Grantee shall repay the Grant to the DDA according to the following prorated schedule:

**Triggering Events:**

- The business ceases operations at the Property or relocates its primary business activity outside the City of Lathrup Village; **or**
- The Grantee removes, demolishes, or substantially replaces any portion of the façade improvements funded by this Grant.

**Prorated Repayment Schedule:**

- Within Year 1 (0–12 months after final reimbursement): Repay **100%** of the Grant received
- Within Year 2 (13–24 months after final reimbursement): Repay **66%** of the Grant received
- Within Year 3 (25–36 months after final reimbursement): Repay **33%** of the Grant received
- After 36 months: No repayment required

“Substantially replaces” means any material alteration or removal of the funded improvements that significantly diminishes the visual impact or permanence of the Project as approved by the DDA. The DDA may, in its sole discretion, require the Grantee to record a memorandum of this Agreement or a lien against the Property to secure the repayment obligation.

**6. Maintenance of Improvements** The Grantee agrees to maintain the approved façade improvements in good condition and repair for at least three (3) years following

completion of the Project. Failure to do so may be considered when evaluating future funding requests and may constitute a breach of this Agreement.

**7. Changes to Project** Any material changes to the approved scope, design, or materials must receive prior written approval from the DDA. Unauthorized changes may result in denial or partial denial of reimbursement or trigger repayment obligations.

**8. Indemnification** The Grantee (Business Owner and Property Owner jointly and severally) shall indemnify, defend, and hold harmless the DDA, the City of Lathrup Village, and their respective officers, directors, employees, agents, and representatives from and against any and all claims, losses, liabilities, damages, expenses (including reasonable attorney fees), or obligations arising out of or related to (i) any act or omission of the Grantee or its contractors in connection with the Project, or (ii) any breach of this Agreement by the Grantee.

**9. Insurance** Prior to commencing any work, the Grantee shall provide certificates of insurance evidencing general liability coverage of at least \$1,000,000 per occurrence, naming the DDA and the City of Lathrup Village as additional insureds. Contractors performing the work shall maintain appropriate workers' compensation and liability insurance.

**10. Representations and Warranties** The Grantee represents and warrants that all information submitted in the Application is true and accurate, the Property has no delinquent taxes or open code violations, and the Grantee has read and agrees to abide by the Façade Improvement Grant Program Guidelines (attached as Exhibit B) and any applicable design guidelines.

The Grantee further agrees to display the DDA Façade Grant certification in a prominent public location at the Property for at least one (1) year following reimbursement.

**11. Media and Promotion Rights** The Grantee grants the DDA a perpetual, non-exclusive, royalty-free license to photograph, reproduce, and use images and information about the completed Project for promotional and marketing purposes.

**12. Default and Remedies** Failure to comply with any provision of this Agreement constitutes a default. In the event of default, the DDA may, in addition to other remedies: (a) demand immediate repayment of all or part of the Grant; (b) pursue collection through any lawful means, including lien foreclosure if a lien has been recorded; and/or (c) seek injunctive relief or specific performance.

### **13. Miscellaneous**

- This Agreement, the approved Application, and the Program Guidelines constitute the entire agreement.

- This Agreement shall be governed by Michigan law.
- Notices shall be in writing.
- The Grantee may not assign rights or obligations without DDA consent.
- This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**LATHRUP VILLAGE DOWNTOWN DEVELOPMENT AUTHORITY**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BUSINESS OWNER**

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

Printed Name: \_\_\_\_\_

**PROPERTY OWNER (if different)**

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

Printed Name: \_\_\_\_\_

**Addresses for Notices:**

DDA: 27400 Southfield Road, Lathrup Village, Michigan 48076

Grantee: [Insert Business Owner and Property Owner addresses and emails]

**Exhibits** (attach to the Agreement):

- Exhibit A: Approved Application Package (including renderings, estimates, photos)
- Exhibit B: Façade Improvement Grant Program Guidelines (2026)
- Exhibit C: Reimbursement Request Form