

## City of Fremont's DDA Revolving Loan Fund Loan Agreement

This Agreement is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the City of Fremont and \_\_\_\_\_ (Borrower), whose address is \_\_\_\_\_, Michigan.

The City of Fremont and its DDA have approved a Revolving Loan Fund recommendation to Borrower subject to execution of this agreement.

Borrower desires to accept the loan and to abide by the terms of this agreement.

The City of Fremont has approved a loan recommendation in the amount of \$\_\_\_\_\_ of project costs to be paid back over \_\_\_\_\_ months at a 1% interest rate.

The parties agree as follows:

1. Borrower reaffirms that all information provided to the City of Fremont is correct and accurate.
2. Borrower has read and agrees to abide by the provisions and requirements of the City of Fremont's DDA Revolving Loan Program.
3. All work performed by the Borrower will be consistent with the approval by the City of Fremont. If borrower decides to make any changes in the project, Borrower will obtain written approval from the City of Fremont before implementing such changes. Borrower understands that the City of Fremont is not required to approve any changes.
4. Borrower agrees to complete the improvements within one year from the date of this agreement and understands that failure to complete improvements within such time period will result in foreclosure of the loan. Extension of the loan may be requested by the borrower and approved by the Fremont DDA Façade/Historic Preservation Subcommittee.
5. During the period of construction, Borrower or its contractor agrees to keep in full force a policy of commercial liability insurance in an amount of not less than one million (\$1,000,000) and to name the City of Fremont as additional insured on such policy.
6. Borrower agrees to indemnify and hold harmless the City of Fremont from any and all claims arising out of work performed.

7. Borrower will notify the City of Fremont if the Borrower's interest in the subject property changes in any way. This agreement is not assignable by Borrower without prior written approval of the City of Fremont, which will not be reasonably withheld.
8. In further consideration of the loan, Borrower hereby agrees that finished improvements will not be altered from approved plan without the written approval of the City of Fremont, which approval will not be unreasonably withheld.
9. Borrower hereby grants the City of Fremont the right to use pictures, renderings or descriptions of the work for any and all promotional purposes.
10. Installment payment of principal (1% interest) will be paid monthly to the City of Fremont with a maximum term of five years. If the loan payment is not paid within the parameters of the contract, the loan amount will be added to your tax commitment to the City.
11. Each applicant is limited to no more than one application each year, with priority given to new applicants.

In witness whereof, the parties have signed the agreement on the day and year first above written.

In the presence of \_\_\_\_\_  
The City of Fremont  
Date \_\_\_\_\_

In the presence of \_\_\_\_\_  
Borrower  
Date \_\_\_\_\_