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**FAÇADE IMPROVEMENT POLICY – FUNDING AGREEMENT**

This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ between

**Whitsunday Regional Council “Council”**

**AND**

**“the applicant”**

Funding of \$\_\_\_\_\_ ☐ **excl** ☐ **incl GST** is provided for the improvements to the façade of property situated at: \_\_\_\_\_ and for works described in the Applicant’s application for assistance dated:\_\_\_\_\_.

**General Conditions**

Successful applicants agree to comply with the following terms and conditions:

- 1) The applicant acknowledges that the purpose of the grant is to improve the appearance of buildings in the main street/s of Bowen, Proserpine, Collinsville and Airlie Beach Esplanade and in doing so requires expenditure on eligible improvements as described in the Façade Improvement Policy.
- 2) The applicant must upgrade their façade in accordance with the terms set out in the Policy, application, approval letter and these conditions, unless otherwise agreed in writing by the applicant and the Council.
- 3) The applicant must not use the grant for any purpose other than that for which the grant was approved without the prior written consent of Council.
- 4) Subject to any special conditions specified by Council, the grant will be paid in full once the improvement works have been completed, a Grant Acquittal Form along with tax invoice/s is provided with the licenced contractor’s invoice attached showing the payment for the works and photographs (in an electronic format) showing the before and after façade improvement.
- 5) The use of local tradesmen and contractors is encouraged for all works, where appropriate. All contractors must be licensed.
- 6) The Council may withhold payment of the grant in whole or in part until such time that it is satisfied that the applicant has performed all obligations to which the payment relates and met any conditions specified by Council.
- 7) Unless Council specifies otherwise, the applicant must fully acquit the grant received from Council within 12 months from the date of this agreement.
- 8) If the works are not completed within the agreed 12 months timeframe, the grant money will not be paid and this agreement is considered null and void.
- 9) Any overrun of costs is not the responsibility of Council and extra funds will not be granted.

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- 10) The applicant will keep and maintain such records and accounts (including all receipts and invoices) to provide a complete, detailed record and explanation of:
    - Expenditure of the grant monies for the approved purpose; and
    - Other expenditure on works (including any in-kind contributions).
  - 11) The applicant agrees to permit Council, or its auditors, to inspect and audit records kept by the applicant regarding the eligible improvements.
  - 12) The applicant or contractor completing the works will keep and maintain adequate insurance (including public liability), with a reputable insurer, in relation to undertaking the eligible improvements against any claims for loss or damage to property and injury or death to persons.
  - 13) The applicant will not assign, in whole or in part, their benefits under this grant without the prior written consent of Council.
  - 14) The applicant must ensure that they gain appropriate planning, building or local law approvals before undertaking the eligible improvements funded through this grant.
  - 15) By accepting any payment (whether in whole or in part) of the grant monies from the Council, the applicant will be deemed to have complied with the Policy.

**Signed Agreement***On behalf of Whitsunday Regional Council*

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

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

In the presence of: \_\_\_\_\_ Date: \_\_\_\_\_

[Name of witness]

\_\_\_\_\_  
[Signature of witness]*On behalf of the applicant*

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

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

Position: \_\_\_\_\_

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

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

Position: \_\_\_\_\_