

GRANTEE AND BLIGHT PARTNER PARTICIPATION AGREEMENT

Blight Elimination Program

This Grantee/Blight Partner Participation Agreement (the “Agreement”) is made this _____ day of _____, 20__ by and among the (Name of municipality, (“Grantee”) _____, (name of Blight Partner) _____ (“Blight Partners”), and Mississippi Home Corporation (“MHC”):

RECITALS:

WHEREAS, Grantee and Blight Partner are duly qualified to engage in the process of blight removal and demolition oversight/services; and

WHEREAS, Blight Partner desires to participate in the Mississippi Home Corporation (“MHC”) Blight Elimination Program (“BEP”); and

WHEREAS, Blight Partner understands that participation in the BEP is voluntary and requires acquiring ownership of blighted property from the Grantee; and

WHEREAS, Grantee, and Blight Partner desire to enter into this Agreement to set forth certain premises and mutual covenants;

Grantee and Blight Partner confirm their mutual agreement on the following principles relating to BEP and agree as follows:

1. **Grantee’s Authority:** Grantee has identified and condemned blighted properties in the Grantee’s local jurisdiction and Grantee is responsible to MHC for adhering to all regulations and requirements of the BEP, including, without limitation, the BEP Compliance Manual, including the actions of the Blight Partner.
2. **Blight Partner’s Responsibility:** Blight Partner agrees to acquire ownership through transfer of title from Grantee, or from other owner by purchase or transfer of title of the blighted property (the “Property”), for a period of at least three years the (“Compliance Period”) from the date of receipt of BEP funds from MHC. The Compliance Period may be waived if the demolished property has an end use designated in advance and noted in the agreement between the Grantee and Blight Partner that results in the redevelopment of the Property prior to the end of the Compliance Period.
3. **Grantee’s Notice of Successful Application:** If Grantee receives a Notice of Successful Application from MHC to demolish properties through the BEP, the transfer of all funds to release the title from the Blight Partner will come from MHC directly to a BEP Account established by the Grantee.
4. **Role of Blight Partner:** The Blight Partner may carry out any or all demolition tasks by agreement with Grantee to accomplish the tasks required during the demolition of the Property and the Compliance Period or may be passive owner holding title to Property

while the Grantee manages the demolition of the Property and property maintenance during the Compliance Period. If the Blight Partner will be responsible for tasks other than holding title to the property, then a list of the responsibilities must be attached to this agreement as “Exhibit A”.

5. **Specific Approval:** Neither the Grantee nor the Blight Partner may begin demolition on a blighted property until receiving written approval from MHC.
6. **Expiration of Agreement and Funding:** This Agreement will remain for a term not to exceed three years unless both agree in writing upon an approved use by MHC of the Property which expires before the Compliance Period ends or both agree that the blight Partner will retain the Property beyond the Compliance Period.
7. **Status as Independent Contractors:** Nothing in this Agreement shall create a partnership, agency or other relationship among the parties other than that of independent contractors.
8. **Termination:** Neither party may terminate this Agreement during Compliance Period unless the demolition of the Property was carried out according to the BEP regulations and MHC agrees in writing to release Grantee and Blight Partner from their respective obligations because the Property has evolved into an alternative end use approved by MHC.
9. **Compliance with Laws:** In relation to this Agreement, Grantee and Blight Partner shall at all times comply with all applicable laws, rules and regulations, including, but not limited to, BEP requirements and regulations, state conflict of interest laws, and the laws and ordinance relating to a municipality’s authority relative to blight removal.
10. **Availability of Funds:** Notwithstanding anything in this Agreement, this Agreement is contingent upon the receipt and availability of federal or state funds. If the funds anticipated for the continuing fulfillment of this Agreement are, at any time, not forthcoming or are insufficient, MHC shall have the right to terminate this Agreement without damage, penalty, cost or expenses to MHC of any kind whatsoever. Grantee and Blight Partner release MHC from all liability for any claims or damages related to such actions described above relating to termination due to unavailable or insufficient funds.
11. **Dispute and Governing Law:** Any dispute between the parties under this Agreement shall be addressed in writing to the other party. If the parties are unable to compromise, the dispute shall be resolved in a court of competent jurisdiction in the State of Mississippi. Mississippi law shall govern this Agreement.
12. **Assignment:** Grantee shall not assign this Agreement without the written consent of MHC. Subject to the foregoing, this Agreement shall be binding upon the parties’ successors and assigns.

13. **Severability:** If any term or provision of this Agreement or its application shall be declared invalid, illegal or unenforceable in any respect as written, that shall not affect any other provision of this Agreement, which shall continue to be effective as though the invalid and unenforceable part, clause or invalidation had not been made, and the remainder of this Agreement shall be valid and enforceable to the fullest extent allowed by law.
14. **Counterparts:** This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute on instrument.

Accepted and agreed to by:

Grantee: _____

By: _____

Print: _____

Title: _____

Date: _____

Address: _____

Blight Partner

By: _____

Print: _____

Title: _____

Date: _____

Address: _____

Mississippi Home Corporation

By: _____

Print: _____

Title: _____

Date: _____

Address: _____

Exhibit A