

MHC AND GRANTEE PARTICIPATION AGREEMENT
Blight Elimination Program

This Grantee Participation Agreement (the “Agreement”) is made this _____ day of _____, 20____ by and among Mississippi Home Corporation (“MHC”) and _____ (“Grantee”):

RECITALS:

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

WHEREAS, Grantee desires to participate in the Blight Elimination Program (the “BEP”); and

WHEREAS, Grantee understands that participation in the BEP is voluntary and is distinct from MHC’s foreclosure prevention programs; and

WHEREAS, Grantee and MHC desire to enter into this agreement to set forth certain premises and mutual covenants;

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

1. **Application Process:** Grantee has applied to MHC for an award of BEP funding.
2. **Eligible Properties:** MHC may approve for Grantee demolition funds to be used for certain eligible properties as determined by MHC. Grantee must obtain MHC approval prior to taking any action regarding a specific property.
3. **Selection/Qualification of Property:** MHC will review each application. MHC will confirm structures are one to four residential units.
4. **Point of Contact:** MHC shall provide a list of key contacts to Grantee, and Grantee agrees to provide a primary and secondary point of contact to MHC.
5. **BEP Compliance Manual:** Grantee shall at all times comply with its obligations pursuant to the BEP Compliance Manual, which is incorporated herein by reference.
6. **File Documentation Requirements:** All individual property files prepared by Grantee and provided to MHC must contain: acquisition information (if applicable) including deed and title insurance, if applicable; environmental survey and compliance inspections; proof of abatement (if necessary); and completion of demolition with permits; and any other relevant information regarding the property.

7. **Subcontractors:** Grantee acknowledges that Grantee has sole discretion regarding any subcontractors that Grantee utilizes in carrying out the terms of this Agreement. Grantee covenants that it will use the state procurement process to select subcontractors and assures that any and all subcontractors will be properly licensed (if necessary) and both Grantee and any subcontractors will comply with all applicable statutes, rules, regulations and ordinances.
8. **Property Assistance:** Maximum loan amount is \$15,000 per property, which includes payment of acquisition cost; demolition (inspections, asbestos or lead-paint abatement (if necessary) deconstruction, removal, permits, grading and greening, and maintenance costs of \$1,000.00 annually for three-years to run concurrently with the terms of the lien. The total of _____ has been awarded to the Grantee.
9. **ACH Payments:** Grantee shall promptly provide ACH transmission information to MHC. MHC will make all payments via this method.
10. **Expiration of Agreement and Funding:** This agreement will terminate, and all funds allocated for blight elimination must be totally expended in 180 days from the date of contract execution.
11. **Status as Independent Contractors:** Notwithstanding the characterization of Grantee as “Grantee,” nothing in this agreement shall create a partnership, agency or other relationship among the parties other than that of independent contractors.
12. **Termination:** Either party may terminate the Agreement without cause by giving 30 days’ written notice to the other party. Either party may terminate, upon five days’ prior written notice, for material breach of the Agreement by the other party. Further, MHC may terminate, upon five days’ prior written notice, for Grantee’s failure to comply with BEP requirements.
13. **Compliance with Laws:** In relation to this Agreement, Grantee 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.
14. **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 releases MHC from all liability for any claims or damages related to such actions described above relating to termination due to unavailable or insufficient funds.
15. **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.

- 16. **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.

- 17. **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.

- 18. **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 an instrument.

Accepted and agreed to by:

Grantee: _____

Mississippi Home Corporation

By: _____

By: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: _____