

2011 Catskill Watershed Corporation Flood Relief Program
AGREEMENT BY ELIGIBLE BUSINESS

I, _____ (Print Name) am the Owner/Officer of _____ (the Business)
located at _____ with a property tax parcel number of _____ (the Property)
in the Town of _____ (Town).

In consideration of receipt of Flood Relief Grant Funds from the Catskill Watershed Corporation (CWC), I agree and consent to the following:

(i) I will provide to Town and CWC documentation of all requests for reimbursement from insurance, government grants, or other grants for structural damage to my property. Any such funds received or committed shall offset the amount of reimbursement by CWC.

(ii) All funds received from CWC shall only be used for the purpose(s) as documented in the disbursement request.

(iii) I will obtain and renew, any and all permits, certificates, licenses and authorizations required by any applicable local, State and federal laws, regulations and guidance relating thereto for the construction and will continue to comply with, the terms and requirements of any and all such permits, certificates, licenses and authorizations, and any applicable local, State and federal laws, regulations and guidance for the term of this Agreement.

(iv) I will provide a refund to CWC of any portion of amounts paid under this Agreement which are not used or needed to accomplish the invoiced work, based on CWC's determination or for which reimbursement is received from insurance, loan, or other grant. If an action is brought to enforce this section, I shall be liable to reimburse CWC or Town for any costs necessary to recover said Approved Costs, including without limitation, reasonable attorney fees and court costs of the Town and/or CWC in connection with such action.

(v) I agree to provide the CWC unrestricted access during normal business hours to the Project and all related areas of the Property during the construction and installation, and for six months following completion, as well as unrestricted access to all records, invoices and documentation relating to the disbursement request, including but not limited to information or records kept by State agencies.

(vi) I will defend, indemnify, save and hold harmless the CWC, Town, and New York City ("City"), all their agents and employees, from and against all claims, damages, losses, expenses (including, without limitation, reasonable attorney fees) arising out of or in consequence of any negligent act or omission or intentional act of the Business, or by reason of the execution of this Agreement or the performance of the work provided for in this Agreement and further agree to defend at my own cost and expense, any action or proceeding commenced by or against the Business, and, at the request of the CWC, Town or City, any action or proceeding commenced by or against the CWC, Town, or City, for the purpose of asserting or defending any claim of whatsoever character arising out of this Agreement. This provision will survive any termination of this Agreement.

(vii) CWC and City are third parties beneficiaries to this Agreement.

Signature

Date: _____, 201__