



CITY OF DETROIT

FIRE INSURANCE ESCROW REIMBURSEMENT PROGRAM

REIMBURSEMENT AGREEMENT

Name: _____

Address: _____ City/State/Zip: _____

Telephone Number(s): _____

REPAIR DEMOLISH

FOR OFFICE USE ONLY: FIE Case # _____ Ward _____ Item _____
Deed Submitted _____ Identification Verified _____ BSEED Rev. and Ack. _____

This Reimbursement Agreement is made this _____ day of _____ 20____, between the City of Detroit, a Michigan public body corporate, acting by and through its Buildings, Safety Engineering and Environmental Department (hereinafter referred to as the "City"), whose address is 2 Woodward Avenue, Suite 401, Detroit, Michigan 48226, and _____ (hereinafter referred to as the "Contractor"), whose address is provided above.

Contractor and the City hereby agree to the following terms and conditions:

The Contractor agrees to perform certain construction, alteration, demolition or repair work (referred to as the "Work") in accordance with this Agreement. All Work will be done in a good, sound and workmanlike manner. The Contractor will begin the Work no later than _____ and complete the Work on or before _____.

All Work will be completed on the "Property" located at:

The Work is described in a detailed description of the work, which is attached hereto as **Exhibit A**.

The Work will be completed in accordance with the Drawings, Plans and Specifications, as required. Copies of the Drawings, Plans, and Specifications are attached hereto as **Exhibit B**. The Contractor will provide all the architect's drawings and explanations as required to indicate the Work to be done. The Contractor will follow these drawings and explanations as long as they are consistent with the original Drawings, Plans and Specifications.

The Contractor will obtain all required building permits or approvals. The Contractor will pay for these permits or approvals at his/her expense.

The Contractor will provide and pay for all materials, supplies, equipment, services, and labor necessary for the complete performance of this Agreement. Unless otherwise agreed, all materials will be new and of good quality.

The Contractor will comply with all applicable federal, state and local laws, rules, regulations, standards, ordinances, orders, and codes regarding Work, materials, and the safety of persons or property. The Contractor will

be responsible for any loss or damage to the Work or any property of the Contractor. The Contractor shall repair any damage caused to any properties affected by the activities at the Property.

The Contractor shall take all reasonable measures and precautions to minimize noise, dust, and odors from the activities on the Property.

The City and the Contractor expressly acknowledge their mutual understanding and agreement that there are no third party beneficiaries to this Agreement and that this Agreement shall not be construed to benefit any persons other than the City and the Contractor.

The Contractor shall not assign, transfer, convey or otherwise dispose of any interest whatsoever in this Agreement.

The Contractor agrees to waive, release and discharge the City and its departments, officers, employees, or agents from any and all liability, claims, demands, and causes of action whatsoever, legal and equitable, because of damages, losses, or injuries to person or property or both. The Contractor agrees and covenants not to sue the City or its departments, officers, employees, or agents, or to instituting, continuing, presenting, subrogating, collecting or in any way aiding or proceeding upon any claims, judgments, debts, causes of action, suits and proceedings of any kind at law or in equity.

The Contractor agrees to hold the City harmless and defend and indemnify the City from and against any and all claims, damages, obligations, penalties, costs, charges, losses, demands, liabilities, and expenses (including, without limitation, fees and expenses for attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by, or asserted against the City or its departments, officers, employees, or agents arising from or in any way related to Contractor's Work, but not to exceed Contractor's degree of fault.

The Contractor understands and agrees that this reimbursement program only allows for the reimbursement upon the demonstration of reasonable proof that the damaged or destroyed portions of the Property have been repaired or replaced and are in full compliance with all applicable laws, rules, regulations, standards, ordinances, orders, and codes, including receiving a Certificate of Acceptance from the City. Reasonable proof includes the following: originals or copies of pertinent verifiable contracts, invoices, receipts, and other similar papers evidencing both the work performed and the materials used. The Contractor understands and agrees that any funds expended prior to signing this Agreement with the City are not reimbursable costs and are not eligible under the reimbursement program.

The City agrees to reimburse the Contractor up to, but not to exceed, \$ _____, † solely from the Property's retained fire insurance escrow proceeds, upon compliance and satisfaction with the terms and conditions of this Agreement.

The undersigned hereby acknowledges to have read this Agreement and understand and agree that this reimbursement program is subject to all of the terms, and conditions listed above.

Print Name: _____

Signature: _____

Date: _____

- **PLEASE SUBMIT THIS AGREEMENT WITH EXHIBIT A - SCOPE OF WORK (COMPLETELY FILLED OUT), EXHIBIT B, AND PROVIDE A COPY OF THE DEED INDICATING OWNERSHIP INTEREST ALONG WITH A COPY OF YOUR GOVERNMENT ISSUED PHOTO IDENTIFICATION FOR REVIEW TO BSEED.**

† The specific fire insurance escrow proceed amount retained for this property may be obtained by contacting BSEED.