



PROJECT AGREEMENT between LCHIP and the RECIPIENT

Recipient: XXXXXXXX
Project Name: XXXXXXXX
Project Type: Study
LCHIP Grant ID: 20XX-RXX-XX
Grant Award: Up to \$XX,XXX

The State of New Hampshire, acting by and through the NH Land and Community Heritage Investment Program (LCHIP), and the RECIPIENT (the RECIPIENT), mutually agree to perform this Project Agreement, as described herein, in accordance with RSA chapter 227-M, the *LCHIP Criteria, Guidelines and Procedures* (LCHIP Guidelines), and all other applicable laws.

The purpose of the project, as described herein, is to study the historic character and preservation values of the RESOURCE, located in TOWN, COUNTY County, New Hampshire (the RESOURCE).

Recapture Provision:

The RECIPIENT must fully complete the project as described below in this Project Agreement, and must act in compliance with all statutory and guideline requirements of LCHIP. LCHIP shall determine, at its sole discretion, whether the completed work is consistent with this Project Agreement, all statutory and guideline requirements of LCHIP, including but not limited to, approved plans and specifications, and the Secretary of the Interior's Standards for the Treatment of Historic Properties, 36 C.F.R. 68, as amended (the Secretary's Standards). If LCHIP determines the project and completed work are inconsistent with the foregoing requirements, the RECIPIENT shall return the grant funds to LCHIP within thirty (30) days of notification of such determination. If the RECIPIENT fails to return the funds, LCHIP reserves the right to pursue all appropriate remedies at law and in equity.

Work To Be Undertaken:

Description of Work

Payment Schedule

Subject to the RECIPIENT'S compliance with this Project Agreement, and all statutory and guideline requirements of LCHIP, LCHIP hereby agrees to pay to the RECIPIENT the Grant Award, in the amount specified above, from the LCHIP trust fund, in accordance with the following schedule:

- 50% in the form of a check made payable to RECIPIENT upon the signing of this agreement and submission and approval of all due diligence items by LCHIP staff.
- 50% in the form of a check made payable to RECIPIENT after a draft report has been submitted and approved by LCHIP for consistency with the approved scope of work.

Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability of funds, and in no event shall the State be liable for any payments hereunder in excess of such available funds. In the event of a reduction or termination of such funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this agreement immediately upon giving the RECIPIENT notice of such termination. The State shall not be required to transfer funds from any other account to the LCHIP trust fund in the event funds in that account are reduced or unavailable.

Recipient's Covenants

The RECIPIENT hereby agrees to the following obligations, and agrees to ensure such obligations from the holders of any interests in the RESOURCE studied through this Project Agreement:

1. The RECIPIENT agrees to include the LCHIP logo and following statement in brochures or programs produced for events that promote or publicize the study: "This study has been funded with assistance from the NH Land and Community Heritage Investment Program."

The undersigned have read, understand and agree to the terms in this contract;

By: _____ Date: _____

for the RECIPIENT
(print name and title)

THE STATE OF NEW HAMPSHIRE

_____(COUNTY), SS.

On the ____ day of _____ 20____, before me personally appeared

_____, known to me (or satisfactorily proven) to be the person whose name appears above, and s/he acknowledged that s/he executed this document in the capacity indicated above.

Notary Public/Justice of the Peace
My commission expires:

By: _____ Date: _____
Dorothy T. Taylor, LCHIP Executive Director
for the State of New Hampshire

THE STATE OF NEW HAMPSHIRE

MERRIMACK (COUNTY), SS.

On the ____ day of _____ 20____, before me personally appeared Dorothy T. Taylor, known to me (or satisfactorily proven) to be the person whose name appears above, and s/he acknowledged that s/he executed this document in the capacity indicated above.

Notary Public/Justice of the Peace
My commission expires: