

**SAMPLE
PROJECT AGREEMENT**

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 (“Agreement”), as described herein, in accordance with NH RSA 227-M; the LCHIP *Criteria, Guidelines and Procedures*, revision date **/**/20**, (the “*Guidelines*”), and all other applicable laws.

Grant Recipient:

Project Name:

Project Type:

Grant Award: up to

Grant Expiration Date:

PROJECT DESCRIPTION

GRANT TERMS, CONDITIONS, AND UNDERSTANDINGS

GRANT EXPIRATION

The Recipient must perform all obligations of this grant no later than the Grant Expiration Date above unless a request for extension has been approved by LCHIP.

USE OF FUNDS

Funds expended on behalf of LCHIP are done so with the understanding that the property protected by the Resource will be used and maintained exclusively for the uses permitted under NH RSA 227-M, kept available for public access and held in the public trust. No deviation in these uses to uses or purposes not consistent with the purposes of NH RSA 227-M shall be permitted. The sale, transfer, conveyance, or release of the Resource from the public trust is prohibited, except as provided in NH RSA 227-M:13. Funds shall not be expended for any other purpose without prior written approval of LCHIP and in no case may be used for political or lobbying activity.

LCHIP’S OBLIGATION OF FUNDS

Subject to the Recipient’s compliance with this Agreement, LCHIP hereby obligates payment in support of the Project outlined herein from the LCHIP Trust Fund in an amount not to exceed [Grant Award \$ \$], to be delivered in the form of a check made payable to the Recipient or its agent, at a place and time mutually agreed upon between the parties. Upon completion of the Project, LCHIP will transfer additional funds from the LCHIP Trust Fund to the LCHIP Community Conservation Endowment fund in compliance with the *LCHIP Guidelines*.

RIGHT TO MODIFY OR REVOKE

LCHIP reserves the right to discontinue, modify, revoke, withhold or require the refund of any grant funds provided under this Agreement if, at LCHIP’s sole discretion, such action is necessary to comply with applicable laws or regulations, or if Recipient has not fully complied with the terms and conditions of this Agreement including completion of the Project by the Grant Expiration Date.

LCHIP’S LIMITED OBLIGATION AND TERMINATION CLAUSE

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.

PUBLICITY

Recipient shall insure that all publicity materials it releases related to the project include the LCHIP logo and recognition of the financial support received through LCHIP. LCHIP may distribute information regarding its grants, including photographs, logos or trademarks, or other information or materials provided by Recipient, as LCHIP sees fit.

OBLIGATIONS OF GRANT RECIPIENT

As Recipient, the [GRANT RECIPIENT] hereby agrees:

1. to provide LCHIP with immediate written notification of any changes in its tax-exempt status or ability to expend grant funds for the purposes originally intended;
2. that the rights and obligations conveyed under LCHIP grants may not be assigned or transferred without prior written approval from LCHIP;
3. that any material change to the Project described herein including any extension of the Grant Expiration Date shall require LCHIP approval and an amendment to this Agreement;
4. to provide interim reports describing progress in developing the Project, which may include timelines or financial reports upon request from LCHIP and without unreasonable delay;
5. to submit all required project documentation in accordance with the guidance documents attached hereto and incorporated herein no less than four weeks prior to fund disbursement;
6. that the receipt of the grant award is contingent upon Recipient entering into a Grant Agreement with LCHIP, which agreement shall be recorded immediately following the Deed at the County Registry of Deeds in the county in which the property is located; and
7. to return to LCHIP any funds herein provided to the extent of any loss due to any title that proves to be less than clear and marketable for any portion of the property or due to material misrepresentations made during the application or project completion process.

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

FOR [RECIPIENT]

FOR THE STATE OF NEW HAMPSHIRE

By: _____
[CONTACT NAME], [TITLE]
Duly Authorized

By: _____
Dorothy T. Taylor, Executive Director
Land and Community Heritage Investment Program

Date: _____

Date: _____