

Title: **Agricultural Development Agreement**

Parties: **Grantor**
Genesee Valley Regional Market Authority
900 Jefferson Road
Rochester, New York 14623

Contact: Brendan Tydings, Administrator
Phone: 585-424-4600
Email: btydings@gvrma.com

Grantee:

Contact:
Phone:
Email:

Purpose: A description of the work and services to be provided and a detailed statement showing expenditure of funds is attached to and made part of this Agreement.

Term: April 1, 202 – March 31, 202

Amount: \$

Payment: Payment will be made to the Grantee by the Grantor quarterly, in advance, contingent upon receipt by the Grantor from the Grantee and approval by the Grantor of the Grantee's description of the work and services to be provided to achieve the purpose of this Agreement and a detailed statement showing the expenditure of funds to be provided pursuant to this Agreement.

All payments subsequent to the initial payment made pursuant to this Agreement shall be contingent upon the Grantee providing to the Grantor with the payment request a detailed statement showing the receipt, expenditure and obligation of funds provided pursuant to this Agreement as of the date of the Grantee's payment request.

All payment requests are subject to the review and approval of the Grantor, in its sole discretion, and any payment request may be reduced or modified by the Grantor based upon the Grantor's review of the request and supporting documentation and the availability of funds for the Grantor's agricultural development program.

Retainage: Ten percent (10%) of final payment made to the Grantee by the Grantor pursuant to this Agreement shall be retained by the Grantor and shall be paid to the Grantee upon the Grantee's satisfactory completion, as determined by the Grantor in its sole discretion, of the agricultural development project funded by this Agreement.

Final Report: The Grantee shall submit with its request for final payment a written report detailing its performance of this Agreement and a financial report detailing its receipt and expenditure of funds received pursuant to this Agreement. The Grantee may be required to orally and visually present its performance of this Agreement at a meeting of the Grantor's Board of Directors.

Modification and Assignment: Neither the purpose of this Agreement, nor any provision of this Agreement may be modified or assigned by the Grantee without the prior, express written approval of the Grantor.

Compliance With Law: The Grantee shall comply with all federal, state and local laws and rules and regulations in the Grantee's performance under this Agreement.

Insurance: The Grantee shall obtain and keep in force during the term of this Agreement insurance policies, naming the Genesee Regional Market Authority, its officers and assigns, as additional insured as follows:

TYPE	AMOUNT
COMMERCIAL GENERAL LIABILITY INSURANCE	\$1,000,000
COMMERCIAL BUSINESS AUTOMOBILE LIABILITY INSURANCE	\$1,000,000

Certificates of insurance showing the above coverages shall be provided to the Grantor within ten (10) business days from the date the Grantee executes the Agreement. The certificates shall provide that the policies shall not be amended or cancelled upon less than ten (10) days written notice to the Grantee from the policy issuers. To the extent permitted by law the Grantee further indemnifies and holds harmless the Genesee Regional Market Authority, its officers and assigns from liability for injury to persons or damage to property resulting from the negligent acts or omissions of the Grantee, its employees or agents.

Signatures:

Grantor

Genesee Valley Regional Market Authority

by: _____
Brendan Tydings, Administrator

Date:

Grantee

by: _____

Date:

