

New HOME Program Agreement

THIS AGREEMENT is dated as of _____ by and between the City of Wichita, Kansas, a Kansas, municipal corporation (the "City") and _____ (the "Owner," which shall names of include all owners).

SECTION 1

- A. The City has established its New HOME program for the purpose of stimulating the new home ownership within the Wichita city limits.
- B. The Owner is owner/occupant of a Property (as defined hereinafter) within the corporate limits of the City of Wichita, which the Owner acquired after February 1, 2012.

SECTION 2 DEFINITIONS

In addition to words and terms defined elsewhere herein, the following words and terms in this Agreement shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

"Agreement" means this agreement between the City and the Owner.

"Agreement Period" means the period commencing on the dated date of this Agreement and extending to the end of the Rebate Period or such earlier date as eligibility is terminated pursuant to subsection 5.C., below.

"City" means the City of Wichita, Kansas.

"New HOME Program" or "Program" shall mean the new Home Ownership Made Easy (HOME) Program approved by the governing body of the City of Wichita by Ordinance adopted February 28, 2012,

"Property" means a free-standing, single-family residence that has never (prior to its acquisition by the Owner) been occupied, and associated real property and appurtenances.

"Platted Subdivision" means a subdivision evidenced by a plat approved by the Wichita Area Metropolitan Planning Commission and appropriately filed with the Sedgwick County Register of Deeds.

"Rebate Period" means a period of up to five years, commencing on the first occurrence of July 1st during the agreement period (as defined above).

SECTION 3 REPRESENTATIONS AND WARRANTIES

A. Representations of the City.

- (1) The City is a city of the first class duly organized and existing under the laws of the State of Kansas and is authorized, by an Ordinance of its governing body, to perform obligations, agreements and undertakings such as those set forth in this Agreement.
- (2) Subject to the limitations and restrictions of the Kansas Cash Basis and Kansas Budget Laws, this Agreement constitutes a legal, valid and binding obligation of the City enforceable in accordance with its terms.

B. Representations of the Owner.

- (1) The Owner acknowledges receipt of a complete copy of the New HOME Agreement and agrees to comply with its terms and conditions.
- (2) The Property is a free-standing, single-family residence owned by the Owner, with the ownership period commencing after February 1, 2012. The Owner occupies the Property as a single-family residence. The Property is not occupied by or rented to a third-party unrelated to the Owner, nor is it used for business or commercial purposes.
- (3) The Owner is not delinquent in any tax payment and/or special assessment for real property located within the City.

- (4) The Owner agrees to comply with all codes, rules and regulations in effect in the City with respect to the Property throughout the Agreement Period.
- (5) If the Property is sold or ceases to be occupied by the Owner within the Agreement Period, the Owner recognizes that the Agreement is non-transferable and will terminate immediately when ownership or occupancy by the Owner ends.
- (6) The Owner covenants, represents and warrants that the person(s) identified above and signing this Agreement as Owner constitute(s) all of the owners of record of the Property.
- (7) The Owner covenants, represents and warrants that all ad valorem property taxes assessed on the Property during the Agreement Period will be timely paid when due.
- (8) The Owner agrees to refrain from filing any valuation appeals or requests for refund of any payments or portions of payments of ad valorem taxes for which rebate payments have been made by the City pursuant to the Program.

SECTION 4 CITY TAX REFUND PROCESS

- A. Owners are responsible for promptly paying all taxes and obligations. Each year, after the taxes for that tax year have been paid (usually by May based on the current tax payment cycle), the City will compile a list of City of Wichita property taxes paid by Owners on eligible and approved Program participating Properties.
- B. On or about July 1 of each year, the City will issue a rebate payment to the Owner equal to the amount of City property taxes paid on that Owner's eligible Property the preceding December and May. These rebate payments will be made each July 1 during the Rebate Period, if the Owner is in compliance with all requirements of this Agreement.
- C. City rebate payments shall cease immediately if an Owner is no longer eligible. Loss of eligibility for Owner can be caused by:
 1. Failing to make (or cause to be made) timely payment of any special assessment obligations or general taxes relating to the Property, as and when the same are due;
 2. Appealing the County Appraiser's valuation of the Property;
 3. Seeking a refund of any portion of tax payments for which rebate payments have been made;
 4. The sale of the Property or Owner's failure to continue occupancy of the Property as a residence; and
 5. The Owner's failure to comply with any other obligation or condition of this Agreement.

Provided, however, that the Owner's eligibility for participation will not be terminated due to events referenced in subsections 5.C.1. or 5.C.5. unless the Owner fails to cure a delinquent payment or other event of noncompliance with this Agreement for a period of thirty (30) days following written notice mailed by the City.

SECTION 5 MISCELLANEOUS

- A. This Agreement may be amended only with the prior written consent of the City and the Owner, and will nullify and supersede any previous or similar agreement associated with this program.
- B. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument, and any of the parties hereto may execute this Amendment by signing any such counterpart.
- C. The parties hereto agree that this Agreement shall be governed and construed in accordance with the laws of the State of Kansas.
- D. In the event any part or parts of this Agreement are found to be void, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the void parts were deleted.
- E. PAYMENTS MAY OR MAY NOT HAVE TAX IMPLICATIONS FOR THE OWNER AND OWNER'S ASSIGNS. EACH RECIPIENT OF PAYMENTS SHOULD SEEK THE ADVISE OF TAX PROFESSIONALS WITH RESPECT TO THE TREATMENT OF SUCH PAYMENTS FOR STATE AND FEDERAL INCOME TAX PURPOSES.

IN WITNESS WHEREOF, the City and the Owner have executed this Agreement as of the date first set forth above.

CITY OF WICHITA, KANSAS

By: _____
City Manager, City of Wichita

OWNER

Name:

Name: