



Capital Improvements Subsidy Guidelines

This program is designed to promote and support alternative commute modes. There are Capital Improvement subsidies for property management companies that lease to SNTMA member companies.

For the Major Capital Improvements subsidy, The SNTMA will fund up to 80% of the project up to \$30,000 maximum with 20% of the cost funded by the applicant.

The SNTMA provides the opportunity to apply for a Capital Improvements Subsidy.

- Awarding of this funding is conditional based upon three professional written estimates of the work to be done.
- Projects will be selected based on review of the application and approval of the project by the SNTMA Board of Directors. (Please note funds will be awarded based on the timeliness of the submission of the application and funds available)
- Percentage of SNTMA member companies current on dues at the application's proposed site may be considered by the SNTMA Board as part of the evaluation and approval process.
- The Capital Improvements Subsidy can be used for any property improvements projects that promote or support alternative commute modes.
- One subsidy per project.
- Project must be completed within 90 days to avoid possible revocation of funding by the SNTMA.

To apply, submit three professional estimates and the form below to Stephanie@sntma.org or call 916.646.0463.

Company Name: _____

Property Manager/Program contact person's name: _____

Work phone: _____

Work email: _____

Secondary contact person name: _____

Work phone: _____

Work email: _____

SNTMA Capital Improvements Subsidy Rules

As a condition of application for a Capital Improvement Subsidy, Applicant agrees to the Capital Improvements Subsidy Guidelines and the following Rules:

Applicants must apply in writing for a capital improvement subsidy not later than the end of the current calendar year. The capital improvement project must be located within the boundaries of SNTMA, and be completed not later than the end of the current calendar year.

Subsidies shall be granted in the sole discretion of SNTMA using any lawful criteria it deems appropriate. Applicants which are represented on the SNTMA Board are not disqualified from participating in the Capital Improvement Subsidy program, but are required to recuse themselves from participating in review of or voting on any application in which they have an actual or apparent conflict of interest. Subsidy benefits may not be assigned without the prior written consent of SNTMA.

Payments of all federal, state and local taxes, permit fees, inspection fees, design fees, professional fees, and all other expenses relating to capital improvement projects are solely the responsibility of the winner(s).

SNTMA reserves the right to (1) terminate or revise the subsidy program at any time for any or no reason; (2) revise criteria, Guidelines and Rules as it deems appropriate in its sole discretion to further the goals of the program; (3) revoke or rescind funding based on a material change in circumstances pertaining to the capital improvement, as determined in the sole discretion of SNTMA; (4) refuse to approve more than one subsidy per Applicant/company (including parent entities, subsidiaries or entities in which 5% or more equity is held by the same Applicant/company); (4) require approvals, guarantees, insurance and other assurances (such as requiring that SNTMA be designated an additional named insured) that SNTMA deems appropriate to ensure that the project will be implemented and completed in a workmanlike and timely basis; and (5) delay subsidy funding until such time as the performance and completion of the project is reasonably assured.

Commitment: Once a capital improvement project has been approved in writing by SNTMA and actual construction/modifications have commenced, funding for a capital improvement project may be revoked only for "cause," including unexpected loss of funding by SNTMA, material change in circumstances relating to the capital improvement, or breach of Guidelines and Rules by the Applicant (or its agents or subsidiaries).

Disputes: Disputes or conflicts arising out of this program will be resolved by the SNTMA Board of Directors. The decision of the SNTMA Board of Directors shall be final. Issues and/or disputes not addressed by the Guidelines or Rules shall be addressed in the sole discretion of the SNTMA Board of Directors.

INDEMNIFICATION AND HOLD HARMLESS. SUBMITTAL OF AN APPLICATION FOR A CAPITAL IMPROVEMENTS SUBSIDY OR ACCEPTANCE OF ANY SUBSIDY CONSTITUTES APPLICANT'S AGREEMENT TO RELEASE, DISCHARGE, HOLD HARMLESS, INDEMNIFY AND DEFEND (INCLUDING ATTORNEYS FEES AND COSTS) SNTMA AND ITS RESPECTIVE OFFICERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES AND ALL OF THEIR SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS OR LIABILITY, WHETHER BROUGHT BY APPLICANT OR A THIRD PARTY, ARISING DIRECTLY OR INDIRECTLY FROM THE AWARDING OF THE SUBSIDY, THE ADDITION OR CONSTRUCTION OF CAPITAL IMPROVEMENTS, ANY USES OR EFFECTS OF THE CAPITAL IMPROVEMENTS, OR ANY OTHER MATTER ARISING FROM APPLICANT'S PARTICIPATION IN THE PROGRAM, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DEATH OR DAMAGE TO OR LOSS OF PROPERTY, WHICH MAY OCCUR IN CONNECTION WITH, PREPARATION FOR, CONSTRUCTION OF, OR PARTICIPATION IN THE CAPITAL IMPROVEMENTS SUBSIDY PROGRAM, OR DELIVERY, POSSESSION, ACCEPTANCE AND/OR USE OR MISUSE OF ANY SUBSIDY, INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND INVASION OF PRIVACY.