

DOB SUBROGATION AGREEMENT SAMPLE

This Subrogation Agreement (“Agreement”) is made and entered into on this ____ day of _____, 20____, by and between _____ and the _____

By the receiving the CDBG-DR Grant Amount, the Applicant(s) hereby foregoes all future rights to reimbursement and all payments which may be received under any Federal Emergency Management Agency (“FEMA”) program, Small Business Administration (“SBA”) program, Environmental Protection Agency (EPA), U.S. Army Corp of Engineers (USACE), casualty or property damage insurance, nonprofit donations or grants, or any other funding received and related to the physical damage of the damaged home (not including contents) caused by the “Storms” that have not previously been included in the DOB calculation of the Grant Amount.

Under this Agreement, future proceeds shall be subject to the following:

- a) If proceeds are received by the Applicant between the date of this Agreement and the date of the first disbursement of the Grant Amount, the Program will re-calculate the Grant Amount by including the proceeds as a Duplication of Benefits in the grant calculation, which may result in the Grant Amount being reduced.
- b) If proceeds are received by the Applicant after the date of the first disbursement of the Grant Amount, but before the final disbursement, then the Applicant(s) must repay the Program the difference between the total amount of disbursements as of the date the proceeds were received, and (ii) the total Grant Amount that would have been made if such proceeds had been included in the original DOB calculation.
- c) If proceeds are received by the Applicant after the date of the final disbursement of the Grant Amount, then the Applicant(s) must turn over to the Program the total amount of the Proceeds up to, but not exceeding, the Grant Amount.
- d) If proceeds are received while the Applicant(s) is in default under the Program, then the Program will recover the amount of CDBG-DR proceeds up to the Grant Amount disbursed.

Applicant(s) must agree to assist and cooperate with the CDBG-DR Program should there be a need to pursue any of the claims the Applicant has or may have with other parties providing disaster assistance. If requested by the Program, the Applicant(s) must provide additional documents or share information with the Program to further determine what assistance is available to the Applicant(s) and the implications on the Grant Amount.

The Applicant executing this Agreement hereby represents that has been received, read, and understands this notice of penalties for making a materially false or misleading written statement to obtain Grant Proceeds.

Primary Applicant Signature

Date