



Montgomery County
Homeland Security and Emergency Management
 Subrogation Agreement

Local Representative Information			
Funding Source:		Federal Award Number:	
Local Program:		Local Address:	
Contract #:		Contract Date:	
Applicant Information			
Applicant Name:		Co-Applicant Name:	
Applicant Address:	City:	State:	Zip Code:
Project Legal Description:			

This Subrogation Agreement (“Agreement”) is hereby entered into, as of the date listed above, by and between the Applicant and Co-Applicant (if applicable) and Montgomery County’s Disaster Recovery Program (“Program”) funded by HUD/FEMA and administered through General Land Office Community Development and Revitalization (GLO-CDR)

In consideration of the Applicant’s receipt of HUD/FEMA funds administered through the Program, Applicant hereby assigns to the Program all of the Applicant’s future rights to reimbursement including, but not limited to, any reimbursement or relief program assistance related to or administered by the Federal Emergency Management Agency (FEMA), the Small Business Administration (SBA), or any other source.

Applicant also hereby assigns to the Program all of the Applicant’s future rights to all payments received under any policy of casualty or property damage insurance including, but not limited to, homeowner’s insurance, wind, flood, or any other type or casualty or property damage insurance paid as a result of physical damage to the structure, as defined within the agreement, that was the basis of calculation of Applicant’s award to the extent the grant or assistance proceeds were paid to the applicant under the Program.

Applicant hereby assigns rights as they relate to the specific structure defined within this Agreement and with respect to grant and/or assistance described within the applicant’s correlating application for assistance under the Program. Applicant acknowledges that this agreement of rights only pertains to assistance calculated using physical damage caused to the structure by the specific correlating disaster event. This includes any insurance and program proceeds received for damage to the structure caused by any subsequent event that occurred prior to the commencement of the program utilizing program funds.

Applicant agrees to assist and cooperate with the Program should the Program elect to pursue any of the claims the applicant has against the insurers for reimbursement under any such policies. Applicant’s assistance and cooperation shall include, but not be limited to, allowing suit to be brought on behalf of the applicant and in the applicant’s



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name(s), participation in depositions, provision documents, producing records and/or other evidence, testifying at trial, or any other form of assistance and cooperation reasonably requested by the Program.

Applicant agrees, if requested by the Program, to execute any additional documents and/or instruments that may further and better assign to the Program the rights listed above. Such further documentation shall only further or better assign to the Program rights to the extent of the following proceeds paid to the Applicant either under the Program, Homeowner's policies, or programs administered by the Federal Emergency Management Agency (FEMA), the Small Business Administration, or any other source. Applicant agrees to take or cause to be taken, all actions and to do, or cause to be done, all things requested by the Program to consummate and make effective the provisions of this Agreement.

Applicant explicitly agrees to permit the Program to request, on the Applicant's behalf, to request any pertinent information related to this agreement from any company with which applicant held any relevant insurance policy or any of the following agencies through which the Applicant applied or received funding: FEMA, SBA, or any other source. Applicant understands that requested information includes any non-public or confidential information needed by the Program to monitor and enforce its' interest in the rights assigned under this Agreement. Borrower hereby gives consent to any and all above listed sources of information to release said requested information to the Program upon request by any listed agency.

Applicant agrees that any future receipt of payment from any sources outlined in the Agreement shall be promptly forwarded to the Program. Program shall maintain the right to recover these payments until they total the amount equal to funding provided by any of the sources presented in this Agreement. Once the Program has recovered an amount equal to assistance paid to the Applicant from any of the sources presented in this Agreement, this Agreement shall no longer be legally effective.

Applicant acknowledges that this Agreement does not impair the Applicant's mortgage lender's right under any Deed of Trust or Mortgage or the Structure.

In any proceeding to enforce this Agreement, the Program shall be entitled to recover all costs of enforcement, including actual attorney's fees.

Signatures	
Applicant Name:	Date:
Applicant Signature:	
Co-Applicant Name:	Date:
Co-Applicant Signature:	
Program (or Authorized Representative's) Name:	Date:
Program (or Authorized Representative's) Signature:	