

**COLLEYVILLE PROMOTIONAL 380 GRANT PROGRAM
Application and Agreement**

PLEASE PRINT CLEARLY

APPLICANT INFORMATION

Last Name First Name Middle Initial

Address City State Zip Code

Home Number Cell Number

Email Address

APPLICANT'S APPLICANT INFORMATION

Applicant Name (include any d/b/a or trade names used at Colleyville location)

Registered Primary Address City State Zip Code

Primary Contact Name Primary Phone Number Email Address

Registered Agent (if other than applicant) Address Phone Number

PLEASE DESCRIBE THE QUALIFYING ADVERTISEMENT IN DETAIL BELOW:

Name of Local Applicant: _____

Total Amount of Program Grant Requested: \$1,000.00 \$2,000.00*

Description of the Advertisement (be as specific as possible, including location(s) and run times):

**PLEASE NOTE YOU WILL BE REQUIRED TO SUBMIT PROOF THAT THE FOREGOING
ADVERTISEMENT RAN DURING THE ADVERTISING PERIOD.**

* Requires proof of a qualifying \$500 charitable donation (see terms and conditions for more details).

APPLICANT ACKNOWLEDGMENT PAGE

This 380 Economic Development Promotional Grant Application and Agreement (“Agreement”) is made by and between the City of Colleyville, Texas, a home rule municipal corporation, (“City”) and Applicant (each a “Party” or collectively the “Parties) acting by and through their authorized representatives.

By signing below Applicant acknowledges that the information provided in the foregoing Application is true and correct and Applicant meets all qualifications and eligibility requirements for participation in the grant program. Applicant further acknowledges that he/she has received, read and understands the Agreement Terms and Conditions contained on the following pages, and agrees to be bound thereby.

Applicant’s Signature

Date

For Official Use Only – Do Not Mark Below This Line

GRANT APPLICATION NUMBER: Q4P- _____

AMOUNT OF GRANT APPROVED: \$ _____

ADDITIONAL CONDITIONS (IF ANY):

APPROVED:

By:

Mark Wood, Assistant City Manager
City of Colleyville, Texas

Date

GRANT AGREEMENT TERMS AND CONDITIONS

1. **Grant Program.** The City has adopted programs for promoting economic development along the State Highway 26 Construction Corridor (“Corridor”) and finds that making promotional business advertising incentives to the Applicant in accordance with this Agreement will further the objectives of the City’s programs, will benefit the City and its inhabitants, and will promote local economic development and stimulate business and commercial activity in the City. The Applicant has applied for an advertising incentive for Applicant’s local business to defray a portion of the costs associated with temporary, additional advertisement of their business located along the State Highway 26 construction corridor. In consideration of the foregoing, and other consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree to the following terms and conditions set forth herein.

2. **Term and Termination.** The term of this Agreement shall begin on the date of City’s approval of Applicant’s Grant Application (“Effective Date”) and continues until December 31, 2018 (“Expiration Date”), unless sooner terminated as provided herein.

2.1 **Termination.** This Agreement shall terminate upon any one of the following:

- a. by written agreement of the Parties;
- b. Expiration Date;
- c. upon written notice by City in the event Applicant breaches any of the terms or conditions of this Agreement and such breach is not cured within five (5) days after written notice thereof in accordance with this Agreement;
- d. upon written notice by City, if Applicant suffers an event of bankruptcy or insolvency; and
- e. upon written notice by either Party, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

2.2 **Repayment.** In the event the Agreement is terminated by City pursuant to Section 2.1 (c), (d) or (e) Applicant shall immediately repay to City an amount equal to the total Grant paid by City to Applicant, plus interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank reasonably selected by City) as its prime or base commercial lending rate, which shall accrue from the date of the grant payment until paid.

2.3 **Right of Offset.** City may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to City from Applicant, regardless of whether the amount due arises pursuant to the terms of this Agreement or otherwise and regardless of whether or not the debt due City has been reduced to judgment by a court.

3. **Grant Program Requirements.**

3.1 **Program Grant.** Subject to the obligation of Applicant to repay the Grants pursuant to Section 2.2 herein, and the continued satisfaction of all the terms and conditions of this Agreement during the term hereof, City agrees to provide Applicant with a one-time lump sum program Grant in an amount not to exceed one thousand dollars (\$1,000.00). The City may provide an additional one thousand dollars (\$1,000.00) to Applicant upon a qualifying five hundred-dollar (\$500.00) charitable donation by Applicant to a local non-profit.

3.2 **Grant Limitations.** Under no circumstances shall obligations of the City hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Further, City shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by the Applicant. None of the obligations of the City under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution. Additionally, under no circumstance shall the Applicant use the program Grant for any other purposes other than for the promotion and advertisement of their qualifying local business within the Corridor.

3.3 **Current Revenue.** The Grants made hereunder shall be paid solely from lawfully available funds. Under no circumstances shall the obligations of the City hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. The Grant shall be paid from the general funds of the City or from such other funds of the City consistent with Article III, Section 52(a) of the Texas Constitution.

3.4 **Conditions of the Grant.** Applicant’s eligibility to receive the Grant shall be conditioned upon Applicant’s compliance with all terms and conditions of this Agreement, including the following program Grant conditions:

- a. Supporting Financial Information. Applicant shall, as a condition precedent to the payment of the program Grant, timely provide City with all documentation necessary to issue the Grant, including but not limited to the Grant Application, invoices, proposals, receipts, and/or such other information, as may reasonably be requested by the City substantiating the actual advertising cost to be incurred by Applicant for the qualifying advertisement(s).
- b. Good Standing. Applicant shall, during the term hereof, be in good standing with all federal, state and/or local licensing authorities and shall not have an uncured breach or default of this Agreement.
- c. Qualifying Business Location. Applicant's business must be located along the Corridor. The Corridor is defined as the area(s) of construction along State Highway 26 (Colleyville Blvd) between John McCain Blvd to the north and Brown Trail to the south.
- d. Eligibility for Additional Grant. To be eligible to receive an additional grant in the amount not to exceed one thousand dollars (\$1,000.00) from the City, Applicant must submit proof of Applicant's charitable donation of five hundred dollars (\$500.00) to a non-profit organization engaged in providing charitable services and/or products which directly benefit the citizens of the City of Colleyville. An eligible non-profit organization shall meet one or more of the following conditions:
 - i. a non-profit currently operating in the City of Colleyville;
 - ii. a current member of the Colleyville Chamber of Commerce;
 - iii. an existing City-supported community organization; or
 - iv. a regional or national non-profit organization that offers charitable services or products readily available to be utilized for the direct benefit of the citizens of the City of Colleyville.
- e. Advertisement Period. The eligible advertising period to qualify for the Grant shall be from the Effective Date through December 31, 2018 ("Advertisement Period"). Applicant shall ensure that the qualifying advertisement runs before the general public during the Advertisement Period and must submit proof to the City of the same the earlier of the Expiration Date, or ten (10) days following the first date in which the advertisement ran during the Advertisement Period.
- f. Continuous Taxable Sales. Commencing on the Effective Date and continuing through December 31, 2018, Applicant shall be required to continuously maintain business operations within the Corridor and provide the City with proof of sales tax revenue generated at Applicant's business location. Applicant shall within thirty (30) days after the end of each Sales Tax Period provide the City with a certificate evidencing the required sale of Taxable Items for the applicable Sales Tax Period and such additional documentation as may be reasonably requested by the City to evidence, support and establish the total sale of Taxable Items by Applicant consummated at the Applicant for the applicable Sales Tax Period in order to qualify for the program Grant.
- g. Colleyville Reference. The advertisement must conspicuously display the hashtag "#ColleyvilleGives".
- h. Compliance with Applicable Laws. Applicant shall comply with all applicable federal, state and local laws, regulations and/or policies governing Applicant's participation in the Grant program, including all applicable sign regulations contained in the City's Sign Code.

4. Miscellaneous

4.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the parties with respect to this subject matter.

4.2 Limitation on Liability. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties. It is understood and agreed between the Parties that Applicant, in satisfying the conditions of this Agreement, has acted independently, and City assumes no responsibilities or liabilities to third parties in connection with these actions.

4.3 Indemnity. TO THE FULLEST EXTENT PERMITTED BY LAW AND EXCEPT AS PROVIDED BY BELOW, APPLICANT HEREBY AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY THE CITY INDEMNITEES) FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO, ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF A PERSON OR PROPERTY DAMAGE, INCLUDING THE LOSS OF USE OF PROPERTY, ARISING OR ALLEGED TO ARISE OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE APPLICANT'S PARTICIPATION IN THE GRANT PROGRAM, OR DUE TO THE VIOLATION OF ANY ORDINANCE, REGULATION, STATUTE, OR OTHER LEGAL REQUIREMENT BY APPLICANT, IT'S SUB-CONTRACTORS, OR ANY OF THEIR AGENTS AND EMPLOYEES, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY INTENTIONAL OR NEGLIGENT ACT OR OMISSION OF THE APPLICANT, IT'S SUB-CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE APPLICANT, IT'S SUB-CONTRACTORS OR ANYONE FOR WHOSE ACTS THE APPLICANT OR SUB-CONTRACTOR MAY BE LIABLE.

IN ADDITION TO THE INDEMNIFICATION PROVIDED ABOVE, APPLICANT HEREBY INDEMNIFIES, AND HOLDS HARMLESS THE CITY INDEMNITEES FROM AND AGAINST ANY CLAIM, DAMAGE, LOSS, OR EXPENSE AND ATTORNEYS' FEES ARISING OUT OF OR RELATING TO ANY CLAIM AGAINST THE CITY INDEMNITEES ASSERTING INFRINGEMENT OR ALLEGED INFRINGEMENT OF A PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHT IN CONNECTION WITH THE USE OR DISTRIBUTION OF ANY AUDIO, VIDEO AND/OR WRITTEN MATERIAL IN CONNECTION WITH THE ADVERTISEMENT BY OR THROUGH THE APPLICANT, IT'S SUBCONTRACTORS OR IT'S CONSULTANTS, EXCEPT TO THE EXTENT THE INFRINGEMENT IS CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF THE CITY INDEMNITEES.

4.4 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

4.5 Governing Jurisdiction. This Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in Tarrant County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of the courts in said county.

4.6 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

4.7 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

4.8 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

4.9 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

4.10 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto.