



CITY OF SHASTA LAKE BUSINESS IMPROVEMENT INCENTIVE GRANT AGREEMENT

BUSINESS IMPROVEMENT INCENTIVE GRANT AGREEMENT

THIS BUSINESS IMPROVEMENT INCENTIVE AGREEMENT (the "Agreement") is made and entered into this ___ day of ____, 20__ by and between the City of Shasta Lake, ("City"), and _____ ("Owner" / "Tenant"). Collectively the City and Owner and /or Tenant are referred to as the Parties.

RECITALS

- A. City has established a Property Owner/Tenant Improvement Incentive Grant program for businesses in the City of Shasta Lake.
- B. Owner is the owner of a real property/business located at _____, Shasta Lake, ("Property").
- C. Grant Limitations. The City shall provide a Grant not to exceed \$2,500 with an additional loan amount up to \$2,500 as shown to be necessary as an incentive.. The City contribution cannot exceed \$5,000 for the actual approved total expenditure for the improvements described in Exhibit "D", up to the \$5,000 cap.
- D. Tenant has applied for a Grant in the amount of \$_____ to make exterior/interior improvements to the Property as described in Exhibit "B," Scope of Work.
- E. Tenant has received all necessary approvals from the City's Planning, Building, or Engineering Departments, which are shown in Exhibit "C", Evidence of Approval. The cost of the work is \$_____, as shown in Exhibit "D".
- F. The City has reviewed the application, the evidence of financial participation by Owner, the location of the Property, and the approvals, and has approved the Grant Application.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, City agrees to grant to Owner/Tenant the amount of \$_____, in recognition of the Owner's/ Tenant's completion of the improvements under the following terms and conditions:

AGREEMENT

1. **Property Ownership/Right to Undertake Work.** Owner represents that it is the Owner of the Property or holds Tenancy in the Property that entitles it to undertake exterior physical improvements to the Property, and if a Tenant, has provided Owner's Authorization for said improvement.
2. **Schedule.** The Parties agree that all exterior/interior improvements as authorized by the City and Owner have been completed as of the date of this Agreement.
3. **Contractor.** The Parties agree that Owner had sole responsibility for choosing and hiring the contractor, as shown in Exhibit "D", Contractor Estimates, and the acceptance of the material used and the work performed was Owner's responsibility, and the City was not a party to any agreement with the vendor or contractor and did not guarantee the quality of workmanship of the property improvements, nor have any liability whatsoever therefor. At such time as the work was performed, the Contractor had a valid City of Shasta Lake Business License.
4. **Design Approval and Permits.** The Parties agree that Owner has sole responsibility for obtaining design approval and evidence of required permit approvals from the City of Shasta Lake as shown in Exhibit C, and ensuring the compliance with those permits.
5. **Grant Limitations.** The maximum City matching grant shall not exceed **\$2,500** and the maximum loan amount shall not exceed \$2500. The estimated cost of the work proposed is \$_____, as shown in Exhibit "D".
6. **Evidence of Completion and Open for Business.** The Parties agree that the City will release the Grant funds upon the completion of the work by the Owner or his contractor. Evidence of completion shall include but is not limited to: photographs of the finished work; a final inspection by a representative of the City of Shasta Lake; and, a copy of the final invoice for the work completed and proof of payment to the contractor. The business must be open to consumers within 30 days of completion of the improvements.
7. **Release of Liens.** The Parties Agree that the Owner was responsible for obtaining the release of any Mechanics Liens or other liens placed upon Owner's property by any contractor or subcontractor hired under this program.
8. **Maintenance.** Owner agrees and covenants that, after the City issues its Certificate of Completion, Owner shall be responsible for maintenance of all improvements that may exist at the Property from time to time, including without limitation buildings, parking lots, lighting, signs, and walls in first-class condition and repair, and shall keep the Property free from any accumulation of debris or waste materials. Owner shall also maintain all landscaping required pursuant to Property's approved landscaping plan, if any, in a healthy condition, including

replacement of any dead or diseased plants with plants of a maturity similar to those being replaced. Owner hereby waives any notice, public hearing, and other requirements of the public nuisance laws and ordinances of the City that would otherwise apply.

MISCELLANEOUS PROVISIONS

9. **Covenant Against Discrimination.** Owner covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, disability, sexual orientation, national origin, or ancestry.
10. **Notice.** Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

To City:

City of Shasta Lake
City Clerk
4477 Main Street
P.O. Box 777
Shasta Lake, California 96019

To Owner:

11. **Integrated Agreement.** This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement.
12. **Amendment.** This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.
13. **Severability.** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder.
14. **Indemnification.** Owner/Tenant shall indemnify and hold harmless, the City of Shasta Lake ("City"), the City Council, its officers, agents, employees and contractors free and harmless from any liability whatsoever based and asserted

upon any act or omission of the City for property damage, bodily injury, or death or any other element of damage of any kind or nature, relating to or in any way connected with participation in the Program.

15. **Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement. Owner certifies that the above statements are true and accurate to the best of Owner's belief. Failure to meet any of the terms of this Agreement shall result in the forfeiture of any Grant funds from the City for this program.

16. **Enforcement of Agreement.**

Tenant shall be required to provide a binding one- year lease for the property starting after Occupancy and Opening of the Building for Business as certified by the City through review and issuance of a Business License. Should tenant not remain in the building for a one year period, during which they are open for business, funds will be re-paid to the City and placed in a revolving loan fund.

- 17 **Termination**

Should the Owner or Tenant engage in any illegal activities the Agreement shall be terminated through immediate Notice as indicated in No. 10 above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

**“City”
City of Shasta Lake**

Date: _____

By: _____

Jessaca Lugo
Assistant City Manager

Date: _____

By: _____

John N. Duckett, Jr.
City Manager

“OWNER/TENANT”

Date: _____

By : _____

Owner:

Date: _____

By: _____

Tenant:

EXHIBIT "A"
VICINITY MAP

“C”
EVIDENCE OF APPROVAL
(PLANNING, BUILDING, ENGINEERING DEPARTMENT)

SEE NEXT PAGE

EXHIBIT "D"
CONTRACTOR/VENDOR
AGREEMENT - PROPOSAL - ESTIMATE

SEE NEXT PAGE