

# Main Street Business Relocation Grant Funding Agreement

THIS AGREEMENT, entered into this day of [ DATE – MM/DD/YYYY ]

by and between the Mayor and CITY Council of CITY of Laurel, Maryland, whose address is 8103 Sandy Springs Road, Laurel, Maryland 20707-2502, a public body corporate and politic of the State of Maryland (hereinafter "CITY"), and the Grant Awardee as set forth above, (hereinafter "PARTICIPANT") whose business address is:

[ ADDRESS ], and whose storefront address in Laurel (if different) (hereinafter, the "Subject Property") is \_\_\_\_\_.

WHEREAS, the CITY'S Department of Economic and Community Development administers a Main Street Business Relocation Grant Program (the "Program") which was authorized by City Council Ordinance Number 1670; and

WHEREAS, the CITY has committed funds to help defer the costs of physically moving an existing business to a vacant store front, or to assist in the start-up of a new business, also to a vacant store front, on the properties located at 300 thru 695 Main Street, 2 thru 51 "A" Street, 13 thru 52 "B" Street, 12 thru 39 "C" Street, 21 thru 47 Avondale Street, or 20 thru 39 Fourth Street from Main Street north to Patuxent River ("Eligible Properties"), with a sum not to exceed \$10,000.00 total per property; and

WHEREAS, the City has determined that the redevelopment of particular parcels of land and the retention of commercial uses is crucial to maintaining an economically strong Main Street commercial area where the image, appearance, and environment encourage the attraction of shoppers; and

WHEREAS, the CITY has determined that it is in its best interest to give these grants to help businesses succeed and grow in the Main Street commercial area, and in the process, continue to provide local jobs and create new jobs as businesses in that area grow; and

WHEREAS, the PARTICIPANT desires to participate in the Program and has qualified under the Main Street Business Relocation Grant Program Guidelines to receive funds to be used for eligible costs at the Subject Property, which is located within the Eligible Properties; and

WHEREAS, in providing this grant funding, the CITY is doing so only within applicable Program guidelines, and is not acting in the capacity of a property finance agency or a property contractor.

NOW THEREFORE, in consideration of the premises, the mutual covenants and promises contained herein, and other good and valuable consideration, the adequacy and sufficiency of which is acknowledged by both parties, the PARTICIPANT and the CITY agree and covenant each with the other as follows:

1. FUNDS FOR THE COSTS OF PARTICIPANT RELOCATION UNDER THE PROGRAM AND IN ACCORDANCE WITH THE CITY-APPROVED PLANS AND SPECIFICATIONS, SHALL BE PAYABLE TO THE PARTICIPANT ON A REIMBURSEMENT BASIS ONLY, BASED ON THE FINAL DOCUMENTED PROJECT COSTS AS SPECIFIED IN THE PROGRAM GUIDELINES, OR \$10,000.00, WHICHEVER IS LESS.
2. THIS AGREEMENT INCLUDES AND INCORPORATES BY REFERENCE THE CITY OF LAUREL MAIN STREET BUSINESS RELOCATION GRANT PROGRAM GUIDELINES; APPLICATION FOR FUNDING; ALL CITY-APPROVED PLAN(S) AND DRAWINGS; APPROVED WORK SPECIFICATIONS; AWARD NOTIFICATION LETTER; ANY ADDENDA ISSUED PRIOR TO THE EXECUTION OF THIS AGREEMENT; OTHER DOCUMENTS AS SET FORTH WITHIN THIS AGREEMENT; ANY MODIFICATIONS ISSUED AFTER EXECUTION OF THIS AGREEMENT; AND ANY OTHER DOCUMENTS REQUIRED BY THE CITY.
3. PROGRAM FUNDS SHALL BE DISTRIBUTED ONLY UPON: (1) ISSUANCE OF THE USE AND OCCUPANCY PERMIT FROM THE CITY; (2) A WRITTEN DETERMINATION BY THE CITY'S OFFICE OF THE FIRE MARSHALL AND CODE ENFORCEMENT THAT CONSTRUCTION OR OTHER WORK FUNDED BY THIS GRANT HAS BEEN COMPLETED AND APPROVED BY THE CITY; AND (2) PROVISION OF A RELEASE OF LIENS OR OTHER DOCUMENTATION SATISFACTORY TO THE CITY BY THE PARTICIPANT THAT ALL WORK THAT HAS BEEN FUNDED THROUGH THIS AGREEMENT HAS BEEN FULLY PAID FOR. PARTICIPANT SHALL ALSO DEMONSTRATE TO THE CITY THAT THE WORK IS CONSISTENT WITH THE PLANS APPROVED BY THE CITY.
4. PAYMENT OF FUNDS AWARDED THROUGH THIS GRANT SHALL BE WITHHELD IF THE CITY DETERMINES, IN ITS SOLE AND ABSOLUTE DISCRETION: (a) THAT THE PLANS AS APPROVED BY THE CITY, HAVE NOT BEEN PROPERLY IMPLEMENTED; (b) THAT THE WORK THAT WAS DONE IS DEFECTIVE; (c) THAT THE WORK CANNOT BE COMPLETED FOR THE UNPAID BALANCE OF THE GRANT FUNDING; (d) THAT THE PARTICIPANT IS IN MATERIAL DEFAULT OF THIS AGREEMENT AND/OR THE PLANS APPROVED FOR WORK IN CONNECTION WITH THIS AGREEMENT; OR (e) PERSISTENT FAILURE TO COMPLY WITH THE TERMS OF THIS AGREEMENT.
5. FUNDS SHALL BE PROVIDED IN THE FORM OF A GRANT TO THE PARTICIPANT WHICH IS WRITTEN-OFF OVER A THIRTY-SIX (36) MONTHS PERIOD FROM THE DATE THE GRANT IS AWARDED, DURING WHICH THE CITY- FUNDED IMPROVEMENTS MAY NOT BE ALTERED, MODIFIED, REMOVED OR DEMOLISHED WITHOUT PRIOR WRITTEN CITY APPROVAL.
6. THE PARTICIPANT AGREES TO REPAY THE CITY THE REMAINING UNPAID BALANCE OF MONEY FUNDED THROUGH THIS GRANT, SHOULD THE PARTICIPANT GO OUT OF BUSINESS, OR CEASE TO OPERATE THE BUSINESS FOR ANY REASON, WITHIN THE PRESCRIBED THIRTY-SIX (36) MONTHS PERIOD FROM THE DATE THE GRANT IS AWARDED.
7. THE PARTICIPANT UNDERSTANDS THAT PARTICIPATION IN THE PROGRAM REQUIRES THE CITY TO HAVE ACCESS DURING ALL BUSINESS HOURS INTO AND ON THE SUBJECT PROPERTY TO INSPECT THE IMPROVEMENTS FOR COMPLIANCE WITH THE APPROVED PLANS AND SPECIFICATIONS.
8. IF PROBLEMS THAT WERE NOT REASONABLY KNOWN OR DISCOVERABLE BY PARTICIPANT ARE DISCOVERED AS THE WORK PROGRESSES. GRANT FUNDS CANNOT BE USED FOR ANY CORRECTIVE WORK ITEMS REQUIRED BY SUCH DISCOVERY.

9. THE CITY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR ANY INSPECTION OR NON-INSPECTION OF THE WORK IN ANY STAGE OF COMPLETENESS.

10. THE CITY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR ANY PERFORMANCE OR NON-PERFORMANCE BY THE PARTICIPANT, ITS CONTRACTOR OR OTHER AGENTS.

11. BY THE AWARD OF THIS GRANT, THE CITY IS NOT IN ANY WAY PROVIDING ANY WARRANTY OR GUARANTEE OF THE LABOR, EQUIPMENT, OR MATERIALS UTILIZED FOR THE WORK FUNDED IN WHOLE OR IN PART BY THIS GRANT.

12. THE PARTICIPANT SHALL SECURE AND PAY FOR ALL NECESSARY APPROVALS, PERMITS, LICENSES, EASEMENTS, ASSESSMENTS, AND OTHER CHARGES REQUIRED BY THE UNIFIED LAND DEVELOPMENT CODE OF THE CITY OF LAUREL FOR THE CONSTRUCTION, USE, OR OCCUPANCY OF NEW STRUCTURES OR CHANGES IN EXISTING STRUCTURES OR FACILITIES.

13. THE PARTICIPANT SHALL INDEMNIFY AND HOLD HARMLESS THE CITY OF LAUREL, ITS SUBSIDIARIES OR AFFILIATES, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVES, AND AGENTS FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) IN CONNECTION WITH LOSS OF LIFE, BODILY OR PERSONAL INJURY, OR PROPERTY DAMAGE, INCLUDING LOSS OR USE THEREOF FOR ANY PERIOD OF TIME, DIRECTLY OR INDIRECTLY CAUSED BY, RESULTING FROM, ARISING OUT OF OR OCCURRING IN CONNECTION WITH, THIS AGREEMENT.

14. BY ITS ACCEPTANCE OF THIS GRANT FUNDING, THE PARTICIPANT CERTIFIES THAT IT EITHER OWNS THE SUBJECT PROPERTY, OR THAT IT HAS A FULLY-EXECUTED AND LEGALLY VALID LEASE WITH THE OWNER OF THE SUBJECT PROPERTY, AND THAT IT WILL CONTINUE TO OWN OR LEASE THE SUBJECT PROPERTY FOR A PERIOD OF AT LEAST FIVE (5) YEARS FROM THE DATE THE GRANT IS AWARDED, AND THAT IT SHALL PROVIDE WRITTEN PROOF OF SAID OWNERSHIP OR LEASE TO THE CITY IF REQUESTED.

15. THE GRANT FUNDS MAY BE USED FOR THE FOLLOWING PURPOSES: MOVING COSTS; INITIATION AND CONNECTION TO UTILITY SERVICES; ANY NEW EQUIPMENT IN CONNECTION WITH GOVERNMENT REGULATIONS, AND SETTING UP SAID EQUIPMENT; INTERIOR REMODELING OR RENOVATION; EXTERIOR SIGNAGE; AND OTHER MOVING INCIDENTALS.

16. TIME IS OF THE ESSENCE FOR THIS AGREEMENT, INCLUDING ALL TIME LIMITS OR REQUIREMENTS SET FORTH HEREIN.

17. THE APPLICANT MUST HAVE A FULLY COMPLETED APPLICATION SUBMITTED AND ACCEPTED NO LATER THAN ONE (1) YEAR FROM THE ISSUANCE OF THEIR USE AND OCCUPANCY PERMIT. SHOULD THE APPLICANT NEED AND EXTENSION, THEY MAY SUBMIT A REQUEST WITHIN ONE (1) YEAR FROM THE DATE OF ISSUANCE OF THE USE AND OCCUPANCY PERMIT WITH A POSSIBLE EXTENSION UP TO SIX (6) MONTHS AT THE SOLE AND ABSOLUTE DISCRETION OF THE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT.

## **TERMINATION OF THE AGREEMENT**

If the PARTICIPANT materially fails to comply with any term of this Funding Agreement, the CITY may, upon seven (7) days written notice to the PARTICIPANT, wholly suspend or terminate the activities governed by the Funding Agreement and the funds committed for those activities.

## **MISCELLANEOUS PROVISIONS**

1. This Agreement provides neither a representation nor assurance that a business relocating at the property herein described will be successful by the PARTICIPANT's participation in the City of Laurel Main Street Business Relocation Grant Program.
2. The CITY has determined that the PARTICIPANT is eligible to participate within the Program based upon information the PARTICIPANT has provided, and that Participant understands and agrees that all such information is and has been provided to the City truthfully, and under penalties for perjury.
3. Execution of this Agreement by the PARTICIPANT is a representation that the PARTICIPANT is familiar with the benefits and responsibilities of participation in the Program, certifies that it meets the requirements for participation in the Program as set forth in the Main Street Business Relocation Grant Program Guidelines, and fully intends to honor the Agreements made within the Program.
4. No member, officer or employee of the City of Laurel, or its designees or agents, no member of the City Council of the City of Laurel, and no other public official of such locality who exercises any functions or responsibilities with respect to the Main Street Relocation Grant Program during their tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for Work to be performed in connection with this contract.
5. This Agreement shall be governed by the laws of the City of Laurel and the State of Maryland, and venue for any legal action in connection with the Program shall be in Prince George's County.
6. Should any section or part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section in this Agreement.
7. This Agreement is non-assignable by either party and constitutes the entire Agreement between the PARTICIPANT and the City, and all prior or contemporaneous oral and written agreements or representations of any nature with reference to the subject of the Agreement are canceled and superseded by the provisions of this Agreement.

The PARTICIPANT, and CITY have executed or caused these presents to be executed by its respective authorized representatives to be effective as of the day and year first above written.

**By entering your full name below, the Participant represents, warrants and certifies that: (1) the information provided herein is true, correct, and complete; and (2) that it understands and agrees that this application, combined with award of a City of Laurel Main Street Business Relocation Grant and its Funding Agreement, constitutes a binding contract, and shall be deemed a valid original instrument if delivered electronically.**

**If you agree to the above Statement in its entirety, please type your full name below. \***