



## **Advertising-Promotion-Façade Grant Agreement**

WHEREAS Junction Texas Economic Development Corporation (JTEDC) wants to promote and advertise the City of Junction for the purpose of developing business enterprise;

WHEREAS \_\_\_\_\_ (Promotional Partner) is a successful business within the City of Junction;

WHEREAS both the JTEDC and Promotional Partner support the mutual and joint promotion of the City of Junction and Promotional Partner's business.

### **The Parties Agree As Follows**

1. Promotional Partner shall provide advertising and promotional space to the JTEDC at its business location for a period of two (2) years for its own signage and logo.
2. As part of advertising and promotion, JTEDC will be allowed to use Promotional Partner's image, name, and logo in print ads and other marketing materials created by the JTEDC for the promotion of business enterprise for the City of Junction.
3. Promotional Partner shall allow JTEDC reasonable access to its business facility during the term of the agreement during normal business hours for the purpose of placement of JTEDC's advertising and promotion materials and for verifying compliance with the terms of this agreement.

### **Advertising and Promotional Grant Terms and Conditions**

1. If the applicant is already under contract with the JTEDC for any Performance Agreement grant or loan, the applicant must be in good standing.
2. JTEDC shall pay for exterior improvements at the business location, as outlined in the policy statement and subject application. The JTEDC will fund 70% of the cost of the

project up to \$2,500. The Promotional Partner will contribute 30% in cash. In-kind contributions may not be used.

3. From the bids submitted, the Promotional Partner will select the contractor and obtain written approval from JTEDC before any improvement work begins. The bid shall include all details necessary for the completion of the project, which will be adhered to by the contractor and by the Promotional Partner.
4. Any materials purchased or work completed by the Promotional Partner prior to the approval of any applications by JTEDC cannot be paid for or considered.
5. If advertising and promotion monies are used for landscaping, Promotional Partner agrees to sufficiently water the landscape to maintain “life” and “growth” of the planted items, and the Promotional Partner agrees to maintain the landscaped area in a safe, sanitary and visually aesthetic condition during the term of this agreement following watering rules.
6. Upon completion and acceptance by JTEDC of the work, JTEDC will make payment to Promotional Partner up to a maximum of \$2,500.
7. Promotional Partner shall keep all exterior improvements associated with this agreement in good repair and condition during the term of this agreement.
8. Promotional Partner will affect no change in ownership of the business facilities during the two (2) year term of this agreement without prior notice to the JTEDC.
9. Promotion Partner acknowledges that in the event the business or property is sold or transferred within the two (2) years after funding of the grant, the applicant shall be considered in default of its obligations under the grant and shall be required to reimburse the JTEDC the grant money received.

**Program Warranties, Obligations and Duties**

Promotional Partner warrants that it has the full authority to execute this agreement and has obtained any necessary authorization to execute this agreement through its organizational structure (example: by its landlord, board of directors, partners, members, managers, officers, or agents). Promotional Partner will furnish any authorization to JTEDC upon request by JTEDC.

**JTEDC Liability Limitations**

Promotional Partner specifically agrees that JTEDC shall only be liable for the actual costs of performing the improvement work. JTEDC shall not be liable for any other actual or consequential damages, direct or indirect, interest, attorney fees, or cost of court fees for any actual default under the terms of this agreement. It is further specifically agreed that JTEDC shall only be required to pay the advertising and promotion fees solely out of its sales tax revenue

currently collected, allocated, and budgeted during the term of this agreement. JTEDC shall have thirty (30) days to perform inspections and certify completion and make payment after receipt of such payment request. The payment request should be directed to the office of JTEDC, 702 College Street, Suite A, Junction, Texas 76849-4627.

**Notice of Default**

Upon a determination of default, JTEDC shall give the Promotional Partner written notice of any act of default by Promotional Partner. Promotional Partner shall have thirty (30) days after receipt of the notice to cure the default. (The Promotional Partner shall be liable for any extra project work and material costs incurred in the remedy or cure). Failure by Promotional Partner to timely and fully cure the act of default shall permit JTEDC to pursue all legal remedies provided by law and specifically prohibited herein.

**Agreement**

This agreement is performable in Kimble County, Texas, and jurisdiction and venue for any litigation will be in Kimble County, Texas.

This contractual agreement is entered into by and between the JTEDC and the Promotional Partner named below:

Business Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Business Owner: \_\_\_\_\_

Executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

JUNCTION TEXAS ECONOMIC DEVELOPMENT CORPORATION (JTEDC)

\_\_\_\_\_  
President  
702 College Street, Suite A,  
Junction, Texas 76849-4627

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Promotional Partner & Business Owner