



**PERFORMANCE GRANT
CONTRACT AND PERFORMANCE AGREEMENT**

As authorized by Texas Local Government Code Sec. 501.158, this *CONTRACT AND PERFORMANCE AGREEMENT* (hereinafter “this Agreement”) is made and entered into by and between the JUNCTION TEXAS ECONOMIC DEVELOPMENT CORPORATION, of Junction Texas, Kimble County, Texas (hereinafter “JTEDC”), acting through its Board of Directors; and _____ and owner, _____ of Junction, Kimble County, Texas, hereinafter referred to as “Grantee.”

WHEREAS, JTEDC was formed to administer the sales and use tax approved by the citizens of Junction, Texas and collected pursuant to the Development Corporation Act of 1979 (“the Act”) for the development, promotion, creation, retention, or expansion of business enterprises which create or retain jobs, and for suitable infrastructure necessary to promote or develop business enterprises.

WHEREAS, Grantee applied for financial assistance from the JTEDC. Funds will be utilized to _____.

WHEREAS, the JTEDC board approved a Grant in the total amount of _____.

WHEREAS, JTEDC has determined that Grantee’s request is in keeping with the statutory purpose of the Act.

NOW, THEREFORE, JTEDC AND GRANTEE FOR AND IN CONSIDERATION of the mutual promises contained herein, do hereby contract and agree as follows:

Grantee’s Obligations

1. The Grantee agrees to locate the above named business at _____, Junction, Texas. Any relocation requires the prior notice of the JTEDC Board.

2. _____ will be open _____ days a week for approximately _____ hours per week.
3. The Grantee agrees to hire and maintain at least _____ full-time employee(s) and _____ part-time employee(s). The Grantee may be considered a full-time employee for purposes of this Agreement. Per the State of Texas definition, a full-time employee means an employee who is hired and paid to work at least thirty (30) hours per week. A part-time employee means an employee who is hired and paid to work less than this amount.
4. Applicant must create full time or part-time jobs and sustain these positions according to the following guidelines or the applicant will be required to repay the grant in part or in full:
 - For grants up to \$50,000, applicant must sustain agreed upon job positions for three (3) years.
 - For grants from \$50,001 to \$100,000, applicant must sustain agreed upon job positions for four (4) years.
 - For grants from \$100,001 to \$150,000, applicant must sustain agreed upon job positions for five (5) years.

For each year an applicant fulfills its commitment, the potential repayment of the grant will be reduced pro-rata. At the end of the respective term of the agreement and if the applicant has successfully fulfilled the job creation requirements, the obligation to repay the grant is extinguished.

5. The Grantee is strongly encouraged to hire Kimble County residents, but in any event, the individuals filling the agreed upon number of employees must work in Kimble County.
6. The Grantee represents that it does not and will not employ undocumented workers in accordance with current laws. If after receiving a public subsidy, the business is convicted of a violation under 8 U.S. Code 1324a, the Grantee shall repay the amount of the public subsidy with interest, at the rate and according to other terms provided by the agreement not later than 120 days after the date JTEDC notifies the Grantee of the violation.
7. The Grantee agrees to allow JTEDC to place a lien on all business assets purchased with JTEDC grant money.
8. The Grantee agrees to pay all ad valorem, employment, income, franchise, and other taxes due and owing by Grantee to all local, state, and federal entities.

9. For a period of _____ years, the Grantee agrees to provide to JTEDC the following:

- documentation of payroll taxes paid,
- copies of employee timesheets for a period.
- copy of annual income tax returns,
- internally prepared profit and loss statements,
- documentation of sales tax collections, and
- documentation on ad valorem taxes paid, if applicable.

All required documentation shall be provided quarterly or as requested by JTEDC. If required documentation is not provided as required, JTEDC may audit the Grantee's payroll, personnel, and tax records as necessary to verify the requirements in this Agreement.

10. The Grantee agrees to allow the JTEDC to request annual credit reports.
11. The Grantee agrees to comply with all City of Junction, Texas city ordinances.
12. The Grantee agrees to affect no change in ownership of the business during the term of this Agreement without prior notice to the JTEDC.
13. The Grantee agrees not to transfer rights in this Agreement without the prior written consent of JTEDC.
14. The Grantee should participate in JTEDC recommended business development classes sponsored by the Angelo State University Small Business Development Center. These classes are on-line and provided at no cost to the Grantee.

JTEDC's Obligations

1. The JTEDC agrees to provide a Grant in the amount _____ for the purpose of creating and maintaining job(s) in Junction Texas, Kimble County, Texas; and these Grant monies shall be used for the following: _____;
2. Financial assistance will be paid to Grantee as a reimbursement upon submission of paid receipts or in a lump sum at JTEDC's discretion.

Term of the Agreement

This Agreement shall become effective upon execution by Grantee and shall remain in force for _____ years from that date.

Modification

If a material adverse event occur which disrupts business activity, the Grantee should notify the JTEDC office manager immediately. The JTEDC Board may consider a modification of this Agreement in such circumstances.

Default and Repayment

Should JTEDC find that Grantee has not maintained the required number of employee(s) in accordance with the terms of this Agreement, or should JTEDC find that Grantee has breached any other term of this Agreement, the Grantee agrees to repay all Grant monies that have been disbursed by JTEDC to Grantee as remedy for the default.

_____, owner of _____, a sole proprietorship, agrees to personally guarantee the subject Grant of \$_____.

Repayment shall be made by Grantee within 30 days of receipt of a written demand from JTEDC. Failure to timely repay the Grant shall constitute a breach of this Agreement.

Waiver of Liability and Release

The Grantee releases, waives and discharges, in advance, the JTEDC and the City of Junction, Texas, its agents and employees, of and from any and all liability, actions, claims, demands, damages, costs, judgments and executions either in law or in equity, causes of action of any kind whatsoever, at common law, statutory or otherwise, which Grantee has, or might have, known or unknown, now existing or that might arise hereafter, directly or indirectly, including any personal injuries or expenses, death and/or injuries to property, real or personal, caused by or arising out of this Agreement.

The Grantee discharges, in advance, the JTEDC and the City of Junction, Texas, its agents and employees from and against any and all liability arising out of, or connected in any way with Grantee's performance.

Venue

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Kimble County, Texas.

Successors and Assignments

This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors and assigns where permitted by this agreement.

This Agreement may not be assigned by Grantee without prior written approval by JTEDC.

Sole Agreement

This *Contract and Performance Agreement* constitutes the only agreement of the parties concerning this transaction and supersedes any prior understandings or written or oral agreements between the parties.

AGREED TO AND EXECUTED by:

President

Date

Secretary
JUNCTION TEXAS ECONOMIC
DEVELOPMENT CORPORATION
702 College Street, Suite A
Junction Texas, TX 76849

_____, Owner
XXXXXXXXXXXXXXXXXX
Junction, Texas 76849

Date

_____, Grantee
XXXXXXXXXXXXXXXXXX
Junction, TX 76849

Date

STATE OF TEXAS §
 §

COUNTY OF KIMBLE §

This instrument was acknowledged before me on this _____ day of _____, 20____.

(SEAL)

Notary Public, State of Texas
My commission expires: _____