**City of Escondido**

**Small Business Improvement Grant Program**

Façade Improvement and CPTED Property Enhancement Funding

***Terms and Conditions***

Each Small Business Improvement Grant Program (Program) applicant must review and provide a signed version of these Program Terms and Conditions to the City of Escondido (City) along with their Program application to be considered eligible.

These Program Terms and Conditions are entered into regarding the Undersigned’s application for the Program. Now, therefore, the Undersigned agrees as follows:

1. Eligibility. To be eligible for an incentive under the Program, I understand that:
	1. The property must be located within the City of Escondido and must be located in one of the following:
		1. Commercial Arterial (CA) zone,
		2. Commercial Shopping District (CSD) zone,
		3. Commercial Neighborhood (CN) zone,
		4. Commercial Office (CO) zone,
		5. Commercial Business District (CBD) zone; or
		6. Be a conforming commercial use in a non-commercial zone; commercial zone.
	2. If I am applying on behalf of a business, said business must hold a valid City of Escondido business license;
	3. The improvement project must qualify as eligible pursuant to the requirements set forth in the Small Business Improvement Grant: Façade Improvement and CPTED Property Enhancement Funding Notice of Available Funding, which is incorporated herein by this reference; and
	4. One application must be completed for each type of improvement project per improvement site. For example, if an applicant wishes to apply for both a façade improvement and CPTED improvement at the same project site, the applicant must submit one application for the façade improvement and one for the CPTED improvement.
2. Grant Funds. Grant funds may only be offered, at the City’s sole discretion, to those applicants who have:
	1. Successfully completed and submitted a Small Business Improvement Grant: Façade Improvement and CPTED Property Enhancement Funding application, which must include:
		1. A detailed project budget;
		2. Renderings of proposed changes;
		3. All requested property photographs;
		4. Federal W-9 form;
		5. Application checklist;
		6. Proof of owner authorization (if applicable); and
		7. All other documents as may be required by the City.
	2. Secured all necessary permits and approvals for the proposed improvement project.
3. Project Completion. The improvement project must be completed in accordance with the City-approved plans for the project and accurately reflect the City-approved conceptual design for the project. Invoices and photos of the completed improvement project must be submitted to the City no more than 30 days after the completion of the project in order to receive reimbursement. Payments will be mailed to applicants after all required reimbursement documents reviewed and approved by the City. Payments will be mailed to applicants within 30 days of the City’s approval.
4. Property Owner Permission. If an applicant is a tenant of the subject property, the applicant shall be solely responsible for obtaining the property owner’s permission to participate in the program and complete the improvement project for which they have applied. Documentation evidencing the property owner’s permission must be attached to the improvement project application.
5. Compliance with Applicable Law. If awarded program funds, the applicant shall at all times while completing the improvement project comply with all applicable federal, state, and local laws, ordinances, codes, regulations, permits, and design guidelines. The City of Escondido does not assume liability for compliance with national, state, or local building code standards and conceptual design acceptance by the authorized program representative does not create any liability whatsoever. The City of Escondido will not issue any program funds if the subject property is in violation of any law, ordinance, code, regulation, permit, or design guideline. Each applicant assumes responsibility for any costs arising from repairs or alterations caused by any violation of any law, ordinance, code, regulation, permit, or design guideline.
6. Program Term. Each applicant understands and acknowledges that the program term is six months from the application approval date. Funds are limited; grants are awarded on a first-come, first-serve basis. The program may be modified or discontinued without prior notice. In the event that incentive amounts change during the program period, the design acceptance date will be used to determine the acceptance amount. Submission of an application does not constitute a guarantee of funding.
7. Anti-Discrimination. As it relates to City-approved improvement projects subject to the program, each applicant warrants and agrees that they shall not discriminate against any employee or applicant for employment on any basis prohibited by law and shall provide equal opportunity in all employment practices.
8. Application Submission. The applicant understands and agrees that to be considered eligible to receive program funds, each application (including all necessary attachments thereto) must be submitted to the City of Escondido’s application portal at https://www.escondido.org/small-business-grant An incomplete application will not be processed. Only improvements made to the street-facing portion of the building is eligible.
9. Subcontractors and Materials. Each applicant understands and agrees that the selection of materials, contractors, subcontractors, and/or installers and purchase, installation, and ownership/maintenance of the qualifying materials referenced in their application shall be applicant’s sole responsibility. Applicant warrants and agrees that all contractors and subcontractors compensated with program funds shall be appropriately licensed in the State of California. All construction contracts will be between the participant and the contractor. The City of Escondido will not assume any liability for such arrangements. The parties hereto agree and understand that this program does not create any type of contractual relationship between the City of Escondido and the participant’s contractors and subcontractors.
10. City Sole Discretion. It is the City of Escondido’s sole and entire discretion as to whether a participant meets the requirements to qualify for an incentive award. prior to undertaking construction on this project.
11. Multiple Applications. Applicants can apply Façade Improvement and CPTED Property Enhancement funds at the same time or separately. However, applicants cannot receive an award for the same improvement project within a five-year period.
12. Waiver. By executing these Terms and Conditions, the undersigned waives any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney’s fees and other related litigation costs and expenses (collectively, “Claims”), of every nature caused by, arising out of, or in connection with the undersigned’s application for any incentive(s) under the City of Escondido’s Small Business Improvement Grant: Façade Improvement and CPTED Property Enhancement Funding program. Without limiting the generality of the foregoing, the City of Escondido shall not be liable hereunder for any type of damages, whether direct or indirect, incidental, consequential, exemplary, reliance, punitive or special damages, including damages for loss of use regardless of the form of action, whether in contract, indemnity, warranty, strict liability or tort, including negligence of any kind caused by, arising out of, or in connection with the undersigned’s application for any incentive(s) or any City-approved improvement project under the City of Escondido’s Small Business Improvement Grant: Façade Improvement and CPTED Property Enhancement Funding program. Applicant understands and agrees that they shall immediately return to the City any program funds that the City or any responsible state or federal agency, including the United States Department of the Treasury, determines the applicant has used in a manner that is inconsistent with ARPA or other applicable fund requirements.
13. Maintenance. By accepting grant funds, applicant hereby warrants and agrees that they, at their sole expense, shall properly maintain all improvements funded by the program and keep storefronts, as well as sides and backs of buildings, clean and free of graffiti for a minimum of five years following completion of the improvements. Any damage to a façade improvement that has been funded by the program must be repaired immediately by applicant so that the building remains in good condition and positively contributes to the business area. On an ongoing basis, applicant will touch up painted areas and perform any other repairs needed to maintain building appearance including the cleaning of any awnings at least twice a year and regular landscaping maintenance.
14. Application Preparation Cost. The City is not obligated to reimburse any applicant for expenses incurred in preparing Program applications. All applicants shall bear their own costs, fees, and expenses incurred in preparing all Program applications.
15. City Property. All documents, drawings, electronic media, and other materials submitted to the City as part of a Program application shall immediately become the exclusive property of the City.

***Acknowledgement and Acceptance***

I HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS AND CONDITIONS DETAILED ABOVE AND IN THE Small Business Improvement Grant Program: Façade Improvement and CPTED Property Enhancement Funding APPLICATION PACKAGE. I HEREBY CERTIFY THAT I HAVE THE AUTHORITY TO SIGN THESE TERMS AND CONDITIONS ON BEHALF OF THE PROPOSED IMPROVEMENT PROJECT LOCATED AT:

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

I HEREBY CERTIFY THAT THE INFORMATION I HAVE PROVIDED IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT THE IMPROVEMENT PROJECT I AM APPLYING FOR MEETS THE ELIGIBILTY REQUIREMENTS LISTED IN THE Small Business Improvement Grant Program: Façade Improvement and CPTED Property Enhancement Funding NOTICE OF FUNDING AVAILABILITY. I UNDERSTAND THAT THE CITY OF ESCONDIDO’S ACCEPTANCE OF MY APPLICATION DOES NOT CONSTITUTE ANY OBLIGATION OF THE CITY TO ANY APPLICANT AND DOES NOT GUARENTEE FUNDING.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_