

BUSINESS BEAUTIFICATION GRANT AGREEMENT

This Agreement is made and entered into as of [Date], by and between the City of Jacksonville, Arkansas ("City"), the Jacksonville Advertising and Promotion Commission ("A&P Commission"), and [Applicant Name/Business Name] ("Recipient"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the City, in partnership with the A&P Commission, has established the Business Beautification Grant Program ("Program") to support local businesses in enhancing the city's visual appeal and promoting economic growth;

WHEREAS, the A&P Commission has provided funding for the Program and has a vested interest in ensuring proper use of such funds;

WHEREAS, the Recipient has applied for and been approved to receive funding under the Program, subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. GRANT AWARD

1.1 Award Amount: The City and A&P Commission agree to provide the Recipient with a grant in the amount of \$[Grant Amount], which requires a 50% matching contribution from the Recipient.

1.2 Purpose of Funds: Grant funds must be used solely for the approved project described in the Recipient's application, including but not limited to [specific project elements: e.g., façade improvements, landscaping, signage, etc.].

1.3 Reimbursement Basis: Grant funds will be disbursed as reimbursements upon submission of paid invoices and/or receipts that comply with the approved budget.

2. RECIPIENT OBLIGATIONS

2.1 Project Completion: The Recipient agrees to complete the approved project by [Completion Date]. Extensions may be granted at the sole discretion of the City and A&P Commission.

2.2 Compliance: The Recipient must comply with all local, state, and federal laws, including obtaining necessary permits and adhering to city ordinances and building codes.

2.3 Maintenance: The Recipient agrees to maintain the completed improvements for a minimum period of five (5) years.

2.4 Reporting: The Recipient shall submit progress reports at designated milestones and a final report upon project completion.

2.5 Acknowledgment: The Recipient shall recognize the A&P Commission and the City in any promotional materials or signage related to the project as specified by the Program guidelines.

3. RIGHTS AND RESPONSIBILITIES OF THE CITY AND A&P COMMISSION

3.1 Inspections: The City and/or A&P Commission may inspect the project site at any time during the term of this Agreement to ensure compliance.

3.2 Publicity: The City and A&P Commission may publicize the Recipient's participation in the Program, including photos and descriptions of the completed project.

3.3 Clawback Provisions: The City and A&P Commission reserve the right to demand repayment of grant funds or cancel future disbursements if:

- The project is not completed by the agreed-upon date without prior approval.
- Funds are used for unauthorized purposes.
- The Recipient fails to maintain improvements as required.

3.4 Discretion: The City and A&P Commission retain full discretion to interpret Program rules, approve extensions, or make exceptions where appropriate and in the public interest.

4. TERMINATION

4.1 Termination for Cause: The City and A&P Commission may jointly terminate this Agreement if the Recipient fails to comply with any of its terms.

4.2 Voluntary Termination: The Recipient may terminate this Agreement upon thirty (30) days' written notice, provided no funds have been disbursed or used.

5. INDEMNIFICATION

The Recipient agrees to indemnify, defend, and hold harmless the City and the A&P Commission, including their respective officers, employees, and agents, from any and all claims, damages, or liabilities arising from or related to the Recipient's participation in the Program or any acts or omissions by the Recipient.

6. GENERAL PROVISIONS

6.1 Entire Agreement: This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements or understandings.

6.2 Amendments: Any amendments to this Agreement must be in writing and signed by all Parties.

6.3 Governing Law: This Agreement shall be governed by the laws of the State of Arkansas.

6.4 Severability: If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

6.5 Joint and Several Liability: The Recipient acknowledges that this Agreement is enforceable by both the City and the A&P Commission, jointly or separately, at their discretion.

7. SIGNATURES

City of Jacksonville

By: _____

[Name], [Title]

Date: _____

Jacksonville Advertising and Promotion Commission

By: _____

[Name], [Title]

Date: _____

Recipient

By: _____

[Name], [Title]

Date: _____