

Application for Advertising and Promotion Program

Businesses eligible for a Promotional Partnership with BLEDC are those businesses that are visible from or located on Hwy 67, Main Street, or Hwy 137. *Big Lake's Business Zone*.

The BLEDC Board has set a maximum total limit based on the fiscal year's budget to support projects beginning Oct. 1, 2010 - Sept. 30, 2011 .

Name of Business: _____

Address of Business: _____

Business Owner: _____

Property Owner: _____

Mailing Address: _____

Telephone Numbers: _____ (B) _____ (Cell)

Fax: _____

E-mail: _____

Contact Person (if different from above): _____

Telephone Numbers: _____ (B) _____ (Cell)

Property Owner (if different from above):

Mailing Address: _____

Telephone Numbers: _____ (B) _____ (Cell)

Fax: _____

E-mail: _____

Property Address: _____

Type of Business: _____

Years in Business: _____

Place a check mark in the corresponding box of the exterior improvement categories of interest to you in the event that you are chosen as a Promotional Partner.

Request for funding may be spread among multiple categories.

Paint **Amount \$** _____

Landscape **Amount \$** _____

Promotional Partners interested in Landscape improvements shall provide the following:

1. A current color photograph (3" X 5" minimum size) of the business/property
2. A sketch, drawing, architectural rendering or computer image of the proposed landscape
3. A paragraph describing how your company plans to maintain the landscaping.

Signage **Amount \$** _____

Promotional Partners interested in Signage improvements shall provide the following:

1. Exact text that should appear on the sign.
2. Details for placement and size / style of the text if there is any preference.
3. Colors of the text to be used, if there is a preference.
4. A digital format of the logo image to be used.

Total Cost (cannot exceed \$8,000) **\$** _____

How do you currently market your business?

What are your future marketing plans?

What do you want as a Promotional Partner with BLEDC?

What are your long range (5 years) goals for your business?

I hereby certify that, to the best of my knowledge, all information submitted in the above application is correct and accurate. I understand that by completing this application, I am making a formal request to become a Promotional Partner with BLEDC and this partnership is contingent upon the acceptance/approval of BLEDC Board and execution of a formal contract with BLEDC. I understand that project workmanship must be approved by a BLEDC official or executive director and money will not be paid directly to me. Additionally, I understand that money is paid at the completion of the exterior improvements. I also understand it is my responsibility to ensure the improvements meet all city ordinances and/or requirements.

Printed Name of Business Owner _____

Date _____

Signature _____

REQUEST APPROVED: _____

AMOUNT APPROVED: _____

Big Lake Economic Development Corporation's Advertising and Promotion Partnership Agreement

WHEREAS Big Lake Economic Development Corporation (BLEDC) wants to Promote and Advertise the City of Big Lake for the purpose of developing business enterprise;

WHEREAS _____ (Promotional Partner) is a successful business within the City of Big Lake;

WHEREAS both the BLEDC and Promotional Partner support the mutual and joint promotion of the City of Big Lake and Promotional Partner's business;

THE PARTIES AGREE AS FOLLOWS:

- 1.) Promotional Partner shall provide advertising and promotional space to BLEDC at it's business location for a period of two years.
- 2.) BLEDC shall pay for (paint, landscape, or signage) improvements outside of the business location in an amount up to \$_____.
- 3.) As part of advertising and promotion, BLEDC will be allowed to place its own signage, logo, and promotional materials at the business location.
- 4.) As part of advertising and promotion, BLEDC will be allowed to use Promotional Partner's image, name and logo in print ads and other marketing materials created by BLEDC for the promotion of business enterprise for the City of Big Lake.

Advertising and Promotion Program Use of Money

Maximum amount of funds available to Promotional Partner is \$_____. These funds may be spread among multiple categories. Categories include:

- **Paint** - monies paid by BLEDC may be used for the costs associated with refurbishing the exterior of PROMOTIONAL PARTNER'S business property. *This program may pay the cost to appropriately prepare the surface of the building as well as labor cost.* Only buildings that have been previously painted and need to be repainted are eligible. New construction projects are NOT eligible to participate. Colors must be approved by the city.

- **Signage** – monies paid by BLEDC may be used toward the cost of a professionally made and installed sign to advertise PROMOTIONAL PARTNER'S business.
- **Landscape** - monies paid by BLEDC may be used for curb appeal and enhancement of PROMOTIONAL PARTNER'S business property. Existing commercial properties as well as new construction projects are eligible to apply for this advertising and promotional partnership. *This program can be used toward the cost to appropriately prepare the area to be landscaped, and/or for the cost of pots / urns for dressing up a building plus the labor cost for initial planting. Landscape projects may also require an irrigation system to receive consideration for this advertising and promotional partnership.*

Advertising and Promotion Program Terms and Conditions

- If the applicant is already under contract with the BLEDC for any Performance Agreement and grant, the applicant must be compliant and the status must be in good standing.
- Applicants will participate in a competitive process with other eligible business owners for this advertising and promotional partnership, due to budgetary limitations.
- The BLEDC Board will review, approve and fund applications from Oct. 1, 2010 - Sept. 30, 2011. Applications will be reviewed on a normal schedule, during the regularly scheduled monthly meetings:
- If applicant is not the property owner, written consent must be obtained from the landlord for exterior improvements.
- Maximum grant amount is \$ _____.
- The BLEDC will make all payments directly the contractors performing the improvement work.
- Promotional Partner, shall allow BLEDC reasonable access to it's business facility during the term of this agreement during normal business hours, for the purpose of placement of BLEDC's advertising and promotion materials and for verifying compliance with the terms of this agreement.
- Promotional Partner shall provide a Statement of Work and obtain written approval from BLEDC before any improvement work begins. The Statement of Work shall include all details necessary for the completion of the project. Further, the Statement of Work shall be strictly adhered to by the contractor and by Promotional Partner.

- 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.
- Upon completion and acceptance by BLEDC of the work described in Promotional Partner's Application and the Statement of Work and subject to any modifications warranted, BLEDC will pay for materials and labor directly to the contactor, business, or person who performed the work up to a maximum of \$ _____.

Advertising and Promotion Program Warranties, Obligations, and Duties

Promotional Partner makes the following warranties to BLEDC and agrees that inclusion of any false or misleading statement contained herein or failure to timely and fully perform as required in the agreement shall be an act of default by Promotional Partner.

- Promotional Partner 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 BLEDC upon request by BLEDC.
- Promotional Partner will affect no change in ownership of the business or facilities during the two year term of this agreement without prior notice and approval of BLEDC.

Advertising and Promotion Program Suspension/Termination

BLEDC, at its sole discretion, may *suspend* its obligations under this agreement or terminate this agreement under the following circumstances:

- The closure of the business for any reason, prior to the project's completion.
- Any change of the entity's physical structure for any reason without the permission of BLEDC.

In the event that Promotional Partner commits an act of default that is not timely corrected and cured, BLEDC shall be relieved of any further obligations under this

agreement.

BLEDC Liability Limitations

Promotional Partner specifically agrees that BLEDC shall only be liable for the actual costs of performing the improvement work up to the agreed upon amount. BLEDC shall not be liable for any other actual or consequential damages, direct or indirect, interest, attorney fees, or cost of court for any act of default under the terms of this agreement. It is further specifically agreed that BLEDC 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. Payments to be made on behalf of the Promotional Partner shall require a written request from the contractor, business or person performing the work, to be accompanied by all necessary supporting documentation. BLEDC shall have thirty (30) days to perform inspection and certify completion and make payment after receipt of such payment request. The payment request should be directed to Deona Thompson, Executive Director, BLEDC, 409 E Second Street, Big Lake, Texas 76932.

Notice of Default

The Promotional Partner agrees not to change any details in the Statement of Work. If any details are changed, the Promotional Partner shall be considered in default of this agreement.

Upon a determination of default, BLEDC shall halt all work, then 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 BLEDC to pursue all legal remedies provided by law and not specifically prohibited herein.

Sole Agreement

This agreement constitutes the sole and only agreement of the parties hereto, and supersedes any prior understandings or written or oral agreements between the parties.

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

This contractual agreement is entered into by and between the Big Lake Economic Development Corp., whose address is 409 E Second Street, Big Lake, Texas 76932, and the Promotional Partner named below:

Business Name: _____

Physical Address: _____

Business Owner:: _____

EXECUTED ON _____.

Carl Baker, President
Big Lake Economic Development Corporation
409 E. Second Street
Big Lake, TX 76932

Promotional Partner & Business Owner