



City of Princeton CARES Grant Program Application

1. Applicant Information

- A. Applicant Name/Business Owner: _____
- B. Business Name: _____
- C. Mailing Address: _____
- D. Street Address: _____
- E. Telephone: _____ Fax: _____ Email: _____
- F. Tax ID Number, or Social Security Number _____
- G. Website: _____ Business Social Media: _____
- H. Have you applied for other COVID-19 related financial aid?

If yes, please explain in detail (attach related documentation as needed). **IF YOU HAVE APPLIED FOR OR RECEIVED ANY CARES FUNDING THROUGH COLLIN COUNTY, IT MUST BE FULLY DOCUMENTED HEREIN:** _____

2. Expense/Project Description

- A. Address/Location of the business considered for the Princeton CARES Grant Program: _____
- B. Requested Grant Amount:
 - 1. Total Project or Program Cost: \$ _____
- C. Expense/Project Description:

Describe the Project or Program or Service and explain the benefit to the public for the Project, Product or Service; or alternatively list the categories of costs of business interruption arising from the COVID-19 pandemic and/or associated business operating restrictions; or alternatively provide documentation of decreased business revenues from operations in Princeton from 3/1/2020 to present):

3. Project Understanding

As the Applicant, I have completed the following items in order to be considered for the Princeton CARES Grant Program. I understand that the payment will not be processed if all items below have not been provided.

- Provide a detailed overview of the project, program or service I plan to provide, or project I plan to complete that benefits the business and the general public, and how it relates to the COVID-19 Pandemic.



- I have provided the City with all relevant information regarding the expense, project, program or service, and warrant that the grant would provide a benefit to assist my business with recovery from the COVID-19 Pandemic.
- Completed application with required supporting documents.

Continued Support:

- Are you a member of the Princeton Chamber of Commerce?
- Would you like to be a member of the Princeton Chamber of Commerce?
 - o *As part of the application, the City of Princeton will sponsor one (1) year of membership to the Princeton Chamber of Commerce for continued support.*
- Would you like to have an advertisement in the Princeton ***"In & Around"*** monthly publication?
 - o *As part of your application, the City of Princeton will sponsor a ¼ page add in the Princeton ***"In & Around"*** monthly publication for 6 months.*

Acknowledgments & Disclaimers

I acknowledge that I have read and understand the entire terms of the City of Princeton CARES Grant Program (including the Additional Terms and Conditions accompanying this document as its Exhibit 1 and incorporated herein for all purposes), and if approved, it is my intent to meet the specified terms of this application and agreement. My signature below demonstrates my agreement to be bound to all such terms if approved for a grant, and I agree that this document replaces and supersedes all other agreements between the City and the applicant regarding its subject matter, and that such terms cannot be amended or modified except by a writing signed by a duly authorized person on behalf of each party. I understand that a grant will be approved only in strict accordance with the approved application. Furthermore, failure to comply with this agreement may jeopardize receipt of the funds or require the applicant to return any funds received.

Applicant Signature

Date

Property Owners Signature (If requesting building alterations)

Date

**PRINCETON CARES GRANT PROGRAM
ADDITIONAL TERMS AND CONDITIONS**

CHAPTER 380 AGREEMENT

This Chapter 380 Agreement (“Agreement”) is entered into to be effective as of the Effective Date (as defined in Article III below), by and between the City of Princeton, a home-rule municipality located in Collin County, Texas (hereinafter called “City”), and (hereinafter called “Business”), otherwise known as the “Parties” to this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and agreements described and contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and further described herein, the Parties agree as follows:

ARTICLE I - RECITALS

The recitals of the resolution of the City Council of the City of Princeton, Texas (“City Council”) authorizing this Agreement are declared true and correct by the Parties and are hereby incorporated as part of this Agreement.

ARTICLE II - AUTHORITY & TERM

1. Authority. The City’s execution of this Agreement is authorized by Chapter 380 of the Texas Local Government Code and constitutes a valid and binding obligation of the City. The City acknowledges that Business is acting in reliance upon the City’s performance of its obligations under this Agreement in making the decision to commit substantial resources to the establishment of the “Project” in the above recitals.

2. Term. This Agreement shall become enforceable upon the Effective Date, hereinafter established, and shall continue until the Expiration Date, hereinafter established, unless terminated sooner or extended by mutual agreement of the Parties in the manner provided for herein.

3. Purpose. The purpose of this Agreement is to formalize the agreements between the Business and the City for the granting of funds to cover certain costs associated with the Project and specifically state the covenants, representations of the Parties, and the incentives associated with Business’s commitment to abide by all applicable law and to abide by the terms of this Agreement, which has been approved by the City and the Business. It is expressly agreed that this Agreement constitutes a single transaction. A failure to perform any obligation by the Business may constitute a breach of the entire Agreement and terminate any further commitments (if any) by the City unless an alternative penalty or remedy is provided for herein.

4. Administration of Agreement. Upon the Effective Date, the City delegates the administration and oversight of this Agreement to the City Manager. Any proposed amendments to this Agreement shall require the approval of the City.

ARTICLE III - DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed below. All undefined terms shall retain their usual and customary meaning as ascribed by common and ordinary usage.

“Anniversary/Year” - Performance and incentive calculations based upon years and anniversaries as used in this Agreement shall be calculated with the year and date zero beginning on the date the last party signs this agreement and first anniversary is twelve (12) months from that date, and so on with each year and anniversary from that date forward.

“Bankruptcy” shall mean the dissolution or termination of a Party’s existence as a going business, insolvency, appointment of receiver for any part of such Party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for

**PRINCETON CARES GRANT PROGRAM
ADDITIONAL TERMS AND CONDITIONS**

the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“Default”, unless otherwise specifically defined or limited by this Agreement, shall mean failure by any Party to timely and substantially comply with any performance requirement, duty, or covenant.

“Effective Date” shall be the date of the last signing by a party to the Agreement.

“Expiration Date” shall mean the earlier of:

1. The first Anniversary of the Effective Date; or
2. The date of termination, provided for under Article VI of this Agreement.

“CARES Grant” means that money provided to the Business to assist with expenses and provide economic stimulus arising from COVID-19 prevention, mitigation, and recovery.

“Project” shall mean the Business’s promise and agreement herein to use the Coronavirus Emergency Relief Funds under the applicable rules of the City, Collin County, and United States government.

ARTICLE IV - CITY OBLIGATION

1. COVID-19 Relief Award.

City shall pay a one-time payment of up to \$2,500 (“CARES Grant”) to Business as its COVID-19 relief funds in accordance with the Project, which shall be made available via direct deposit or mailed by check by the City.

2. CARES Grant.

The CARES Grant are awarded as necessary City expenditures to provide economic support to businesses affected by the COVID-19 public health emergency and related operational requirements and restrictions. The Business may apply for and expend CARES Grant funding as an offset to past increased costs of operations arising from COVID-19 response, or offset decreased business revenues reasonably attributable to reduced customer demand during the COVID-19 shelter-in-place restrictions, to cover the expense of prospective projects relating to COVID-19 mitigation or recovery, or to expand to the size, enterprise and/or revenue levels experienced by the Business prior to the National Disaster declaration and COVID-19 pandemic crisis that caused economic and business retraction. Business is obligated to retain jobs or increase its employment or payroll back or business enterprise back to the numbers prior to the COVID-19 National Disaster, as well as to train its employees on how to conduct business safely and in accordance with Center for Disease Control standards during this and any future similar National Disaster declaration.

Business further agrees to provide City with the following information (if applicable to the Business) on or before the Expiration Date:

- (a) 2020 ad valorem tax receipt showing Business’s personal property taxes paid for 2020 (should be available February 2021 at latest);
- (b) February 2021 Texas Comptroller of Public Accounts sales tax receipt; and,
- (c) Texas Workforce Commission’s Unemployment Tax Services Employer’s Quarterly Report filed January 2021 (or comparable TWC statement or receipt showing payroll numbers for January 2021).

**PRINCETON CARES GRANT PROGRAM
ADDITIONAL TERMS AND CONDITIONS**

3. Confidentiality. The City agrees to the extent allowed by law to keep all tax information and documentation received, pursuant to this Agreement hereof, confidential. In the event a request is made for such information, City will not disclose the information unless required to do so by the Attorney General of Texas or other authority having valid jurisdiction.
4. Current Revenue. The funds distributed hereunder shall be paid solely from lawfully available funds of the City. Under no circumstances shall the obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. None of the obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

ARTICLE V - COVENANTS AND DUTIES

1. Business's Covenants and Duties. Business makes the following covenants and warranties to the City and agrees to timely and fully perform the obligations and duties contained in Article IV of this Agreement. Any false or substantially misleading statements contained in any of Business' application or supplemental materials, or failure to timely and fully perform those obligations and duties within this Agreement, shall be an act of Default by the Business.
 - (a) Business has disclosed to the City all past and pending applications for governmental assistance originating from CARES Act funding, including but not limited to the Collin CARES Small Business Grant, and the amounts of any funds requested and/or received from such programs. Business is expressly prohibited from seeking a City CARES Grant for expenses already reimbursed through another program, and Business may be required to refund a CARES Grant (or return other funds to another agency) issued in association with costs claimed in association with another program.
 - (b) Business is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas and the United States of America during any term of this Agreement.
 - (c) The execution of this Agreement has been duly authorized by Business's authorized agent, and the individual signing this Agreement is empowered to execute such Agreement and bind the entity. Said authorization, signing, and binding effect is not in contravention of any law, rule, regulation, or of the provisions of Business's by-laws, or of any agreement or instrument to which Business is a party to or by which it may be bound.
 - (d) Business is not a party to any Bankruptcy proceedings currently pending or contemplated, and Business has not been informed of any potential involuntary Bankruptcy proceedings.
 - (e) To its current, actual knowledge, and subject to the Certificate of Occupancy (or other approvals and permits necessary for the operations of the Business), Business has acquired and maintained all necessary rights, licenses, permits, and authority to carry on its business in the City of Princeton and will continue to use its best efforts to maintain all necessary rights, licenses, permits, and authority.
 - (f) Business shall timely and fully comply with all of the terms and conditions of this Agreement. Business shall cooperate with the City in providing all necessary information to assist them in complying with this Agreement. City has the right to periodically (and with reasonable advance notice) verify the terms and conditions of this Agreement.

**PRINCETON CARES GRANT PROGRAM
ADDITIONAL TERMS AND CONDITIONS**

- (g) During the term of this Agreement, Business agrees to not knowingly employ any undocumented workers as part of the Project, and, if convicted of a violation under 8 U.S.C. Section 1324a(1), Business shall be in Default (subject to the obligations in Article IV and the remedies in Article VII). Business is not liable for an unknown violation of this Section by a subsidiary, affiliate, or franchisee of Business or by a person with whom Business contracts; provided, however, that identical federal law requirements provided for herein shall be included as part of any agreement or contract which Business enters into with any subsidiary, assignee, affiliate, or franchisee for which funds provided herein will be used.
 - (h) Business shall not have been in arrears and shall be current on its payment of all City taxes and fees that were due and owing prior to Mayor John-Mark Caldwell's declaration of a local disaster for public health emergency on March 16, 2020.
2. Compliance and Default. Failure by Business to timely comply with any performance requirement, duty, or covenant shall be considered an act of Default and shall give the City the right to terminate this Agreement and collect the Recapture Amount, as determined by the City

ARTICLE VI - TERMINATION

Termination. This Agreement shall terminate upon the earliest occurrence of any one or more of the following: (a) The written agreement of the Parties; (b) The Agreement's Expiration Date; or (c) Default by Business (at the option of the City).

ARTICLE VII - DEFAULT

1. Business Events of Default.

- (a) Failure of Business to perform under this Agreement.
- (b) City determines that any representation or warranty contained herein or in any application, financial statement, certificate, report or opinion submitted to City in connection with or pursuant to the requirements of this Agreement was incorrect or misleading in any material respect when made; or
- (c) Any judgment is assessed against Business or any attachment or other levy against the property of Business with respect to a claim remains unpaid, unstayed on appeal, undischarged, not bonded or not dismissed for a period of thirty (30) days; or
- (d) Business makes an assignment for the benefit of creditors; admits in writing its inability to pay its debts generally as they become due; files a petition in Bankruptcy; is adjudicated insolvent or bankrupt; petitions or applies to any tribunal for any receiver or any trustee of Business or any substantial part of its property, commences any action relating to Business under any reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect; or if there is commenced against Business any such action and such action remains undismissed or unanswered for a period of sixty (60) days from such filing, or Business by any act indicates its consent to or approval of any trustee of Business or any substantial part of its property; or suffers any such receivership or trustee to and such appointment remains unvacated for a period of sixty (60) days; or
- (e) Business substantially changes its present ownership without written notification to City within thirty (30) days of such change; or

**PRINCETON CARES GRANT PROGRAM
ADDITIONAL TERMS AND CONDITIONS**

- (f) Business moves the location of the business outside the City or changes the general character of business as conducted at the date hereof or engages in any type of business not reasonably related to its business as presently and normally conducted.

2. Remedies for Default.

- (a) In the event of Default by the Business, the City shall, as its sole and exclusive remedy for Default hereunder, have the right to terminate this Agreement and to recapture one hundred percent (100%) of the CARES Grant awarded by the City to Business (the “Recapture Amount”) if the Default occurs on or prior to the termination date.
- (b) Business agrees a remedy for Default is the City seeking a mandamus from a court of competent jurisdiction; or the appointment of a receiver in equity with the power to charge and collect rents, purchase price payments, and loan payments; and, apply the revenue from the Project in accordance with this Agreement.

ARTICLE VIII - MISCELLANEOUS

- 1. Binding Agreement. The terms and conditions of this Agreement shall be binding on and inure to the benefit of the Parties, and their respective successors and assigns. The City Manager shall be responsible for the administration of this Agreement and shall have the authority to execute any instruments, duly approved by the City, on behalf of the Parties related thereto.
- 2. Mutual Assistance. The Parties will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.
- 3. Representations and Warranties. The City represents and warrants to Business that this Agreement is within their authority, and that they are duly authorized and empowered to enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. Business represents and warrants to the City that it has the requisite authority to enter into this Agreement and that the information provided with its application materials is true and correct.
- 4. Assignment. Business shall have the right to assign all of its rights, duties, and obligations under this Agreement to a duly qualified third party with prior written approval of the City. Any assignment provided for herein shall not serve to enlarge or diminish the obligations and requirements of this Agreement, nor shall they relieve Business of any liability to the City, including any required indemnity in the event that any Assignee hereof shall at any time be in Default of the terms of this Agreement. The City may demand and receive adequate assurance of performance including the deposit or provision of financial security by any proposed Assignee prior to its approval of an assignment.
- 5. Independent Contractors.
 - (a) It is expressly understood and agreed by all Parties hereto that in performing their services hereunder, Business at no time will be acting as an agent of the City and that all consultants or contractors engaged by Business respectively will be independent contractors of Business; and nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. The Parties hereto understand and agree that the City will not be liable for any claims that may be asserted by any third party occurring in connection with services

**PRINCETON CARES GRANT PROGRAM
ADDITIONAL TERMS AND CONDITIONS**

or limit the scope or meaning of the various and several paragraphs.

Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, whatever its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

10. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that, in any manner, relates to the subject matter of this Agreement, except City approved amendments to this Agreement; provided, however, that if there was a previous agreement between the Parties any such agreement is void and the Parties have no rights or obligations thereunder. This Agreement may be amended only by mutual written agreement of the Parties.
11. Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.
12. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.
13. Indemnification.

BUSINESS AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY OF PRINCETON AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY, "RELEASE PARTIES"), HARMLESS FROM AND AGAINST ANY AND ALL REASONABLE LIABILITIES, DAMAGES, CLAIMS, LAWSUITS, JUDGMENTS, ATTORNEY FEES, COSTS, EXPENSES AND ANY CAUSE OF ACTION THAT DIRECTLY RELATES TO ANY OF THE FOLLOWING: ANY ACT OR OMISSION OR BREACH OR NON-PERFORMANCE BY BUSINESS UNDER THIS AGREEMENT EXCEPT THAT THE INDEMNITY PROVIDED HEREIN SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE ACTION OR OMISSIONS OF THE RELEASED PARTIES. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

14. Additional Instruments. The Parties agree and covenant to cooperate, negotiate in good faith, and to execute such other and further instruments and documents as may be reasonably required to fulfill the public purposes provided for and included within this Agreement.

[SIGNATURE PAGE(S) FOLLOW]:

**PRINCETON CARES GRANT PROGRAM
ADDITIONAL TERMS AND CONDITIONS**

Executed on this day of 2020.

Business:

Signed:

By:

Title:

Executed on this _____ day of _____ 2020.

CITY OF PRINCETON

By: _____
Name: Derek Borg, City Manager