



# Development Authority Main Street Façade Improvement Program Grant Agreement

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Updated **NOV 2024**

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, between the Pooler Development Authority of Pooler, Georgia (hereinafter referred to as "THE AUTHORITY") and the following APPLICANT/AWARDEE:

Applicant/Awardee Name	Business Name
Property Address	
Property PIN(s)	Tax ID

THE AUTHORITY has developed a façade improvement program (the "Program") for the City's Main Street to encourage businesses to improve the exterior appearance of their buildings, storefronts, and signage, providing up to \$10,000 in direct funds to eligible participants to finance exterior improvements to a commercial building. The approved award amount for APPLICANT/AWARDEE based upon their proposed improvements is \$\_\_\_\_\_ for the improvements identified in the Award Resolution (the amount awarded shall be defined herein as the "Program Funds"). APPLICANT/AWARDEE certifies and guarantees that it will spend an amount equal to or exceeding the Program Funds on the improvements.

Upon execution of this agreement, THE AUTHORITY shall issue a check in the amount of the Program Funds to APPLICANT/AWARDEE. Program funds shall not be applied to expenses incurred for prior work, nor can Program Funds be applied to costs accrued as part of the application process.

APPLICANT/AWARDEE shall have 365 days from the date of issuance of the Program Funds to expend the Program Funds. If APPLICANT/AWARDEE determines it needs to request an extension beyond the 365-day grant period, it shall submit a written request for such an extension no later than 15 days prior to the expiration of the 365-day grant period in which it explains the basis for the request. THE AUTHORITY may, in its sole discretion, approve up to three extensions, not to exceed a total of 120 days. In the event of extenuating circumstances beyond APPLICANT/AWARDEE's control causing the delay in expending the Program Funds, THE AUTHORITY may provide an additional timeframe for closeout.

APPLICANT/AWARDEE shall provide a closeout report detailing compliance with the Main Street Façade Improvement Program (the "Program") within 45 days of the completion of the improvements. The closeout report shall include a



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description of the project; a project expense report which identifies all project expenditures and the name, date paid, amount paid, and description of the work performed by any and all vendors or contractors; copies of receipts and invoices for all expenditures listed on the project expense report; at least five photographs of the completed improvements; and any other applicable information demonstrating compliance with the Program. The Authority reserves the right to request additional information and documentation demonstrating compliance with the Program. In the event it is determined that Program Funds were misused, APPLICANT/AWARDEE acknowledges it shall be ineligible for future award opportunities from the Authority, and agrees to immediately reimburse the Authority for the total amount of all such misused funds, such amount to be determined by the Authority in its sole discretion.

Upon completion of the improvement work and closeout of the grant, beginning on the date of the Authority's approval of the closeout report, for a period of five (5) years thereafter, APPLICANT/AWARDEE will be assessed for compliance with the program conditions. APPLICANT/AWARDEE shall maintain a current business license, keep all taxes and fees non-delinquent, and when applicable, have ensured the vacant structure is occupied. APPLICANT/AWARDEE shall undertake proper maintenance of their site/business and shall not fail to correct any type of code violation or citations during the compliance period.

APPLICANT/AWARDEE shall not enter into or contract or take any other steps to alter, change, or remove any improvements made pursuant to this agreement, nor shall the APPLICANT/AWARDEE undertake any other changes, by contract or otherwise, to the improvements made pursuant to this agreement unless such changes are first submitted to THE AUTHORITY for approval. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the improvements made pursuant to this agreement.

THE AUTHORITY shall have the right to request immediate repayment of the Program Funds, or any portion thereof, from APPLICANT/AWARDEE if APPLICANT/AWARDEE is found to be in default of this agreement or the Program guidelines during the five-year compliance period. APPLICANT/AWARDEE acknowledges and agrees that defaulting under this agreement may jeopardize its ability to obtain or renew a business license with the City of Pooler or other potential recourse for repayment of the Program Funds.

APPLICANT/AWARDEE shall comply with all applicable laws, ordinances, codes, and regulations and shall secure all necessary permits for the improvements to be made pursuant to this Agreement. APPLICANT/AWARDEE shall hold THE AUTHORITY harmless, including its Directors, Officers, agents, and affiliates (including the City of Pooler), from and against all claims, damages, losses, and expenses, including but not limited to attorney fees and expenses, arising out of or resulting from performing under this Agreement, arising out of any work performed in relation to this Agreement, or constituting a breach of any term of this Agreement, except as a direct result of an act of THE



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AUTHORITY. This agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. In the event that any dispute or disagreement between the parties cannot otherwise be amicably resolved, the parties consent to jurisdiction and venue in the Magistrate, State, and Superior Courts of Chatham County, Georgia.

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Applicant Name	Applicant Signature	Date
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Authority Name	Authority Signature	Date
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Notary Name	Notary Signature	Date
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Notary Seal