

**BUSINESS OWNER SIGN AGREEMENT WITH TEXAS CITY ECONOMIC
DEVELOPMENT CORPORATION**

This AGREEMENT is entered into this 6th day of March 2021, between the Texas City Economic Development Corporation, (“TCEDC”) and Sweet Mia’s Boutique, LLC (“Owner”) located at 1201 6th St. N, Texas City, Texas, 77590.

**ARTICLE I
PURPOSE OF AGREEMENT**

The purpose of this Agreement is to provide for consistent, attractive, and maintained signage for businesses within the 6th Street area of the City of Texas City.

**ARTICLE II
RIGHTS AND OBLIGATIONS OF THE TEDC**

1. TEDC shall pay TnT Signs and Graphics Inc. for two approved signs, as set out in Exhibit “A”, attached hereto and made a part hereof.
2. TEDC shall arrange with TnT Signs and Graphics Inc. to meet and finalize signage in line with guidelines for the 6th Street area businesses.

**ARTICLE III
RIGHTS AND OBLIGATIONS OF OWNER**

Owner covenants and agrees as follows:

1. Maintain the business located at 1201 6th St. N, Texas City, Galveston County, Texas (“the Property”), for a minimum five-year period.
2. Enter into a separate agreement with TnT Signs and Graphics Inc. for construction and placement of sign(s).
3. The sign will be placed on east wall of the property facing 6th Street.
4. Maintain attractive appearance on the exterior of the Property for a minimum five-year period.
5. Keep and maintain the sign(s) on the Property, secured and in good repair, for a minimum five-year period, except in cases of acts of God.
6. Use only the approved signs, provided by TnT Signs and Graphics Inc., on the exterior facia.
7. Comply with all City Ordinances.

ARTICLE IV
COORDINATION

The TCEDC and the owner/lessee will coordinate with TnT Signs and Graphics Inc. for completion of the signage.

ARTICLE V
NO WAIVER OF IMMUNITY

It is expressly understood and agreed that under this Agreement the TCEDC neither waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

ARTICLE VI
VENUE

Each party to this Agreement agrees that in any legal action brought hereunder, venue shall lie in Galveston County, Texas. The validity of this Agreement and of its terms and provision, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas.

ARTICLE VII
SEVERABILITY

In case any one or more of the provisions contained in the Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such fact shall not affect any other provision thereof and this Agreement shall be construed as if the stricken provision had never been contained herein.

ARTICLE VIII
MODIFICATION

This Agreement may be amended or modified by the mutual agreement of both parties hereto in writing, such writing to be attached hereto and incorporated unto this Agreement.

ARTICLE IX
ENTIRE AGREEMENT

This Agreement contains all commitments and obligations of the parties and represents the entire agreement of said parties. Verbal or written conditions not contained herein shall not have any force or effect to alter any term of this Agreement.

ARTICLE X
TERMINATION/FORCE MAJEURE

This Agreement may be terminated at any time before its expiration with mutual consent of both parties. Neither party shall be responsible for damages or expected to fulfill its obligations under this Agreement should an act of God or other unforeseen catastrophe occur and cause such damage or prevent the performance of such obligation.

ARTICLE XI
EXECUTION

This Agreement shall be executed by the duly authorized Owner and TCEDC.

Paragraph Headings

The captions, numbering sequences, titles, paragraph headings, punctuation, and organization used in this Agreement are for convenience only and shall in no way define, limit, or describe the scope or intent of this Agreement or any part of it.

Understanding, Fair Construction

By execution of this Agreement, the parties acknowledge that they have read and understand each provision, term, and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.

ARTICLE XII
NOTICES

Any notices due under the provisions of this Agreement shall be made in writing and shall be addressed to the following:

City:

TEDC Manager
City of Texas City
1801 - 9th Avenue North
Texas City, Texas 77590
(409) 643-5916 Phone
(409) 653-5952 - Facsimile

Business:

Sweet Mia's Boutique, LLC
1201 - 6th Street North
Texas City, Texas 77590

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement on the date first above written.

THE TEXAS CITY ECONOMIC
DEVELOPMENT CORPORATION:

By: _____

Mark Ciavaglia
Chairman, TCEDC

Sweet Mia's Boutique, LLC:

By: _____

Rosa Rios, Member Manager
Sweet Mia's Boutique LLC