

STATE OF TEXAS
COUNTY OF GALVESTON

**BUSINESS OWNER INCENTIVE PACKAGE AGREEMENT WITH TEXAS CITY
ECONOMIC DEVELOPMENT CORPORATION**

This AGREEMENT is entered into this 2nd day of March, 2022, between the Texas City Economic Development Corporation, (“TCEDC”) and _____ (“Owner”), and Janet Morris (“Tenant”), located at 524 6th Street N., Texas City, Texas, 77590.

**ARTICLE I
PURPOSE OF AGREEMENT**

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

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

1. TCEDC shall pay for approved exterior paint, described as black in the Sherwin Williams color schemes.
2. TCEDC shall arrange with Sherwin Williams in Texas City to provide paint in line with a pre-determined color palette or similar colors as approved by the TCEDC for the 6th Street area businesses.
3. TCEDC shall determine appropriate amount of paint sufficient to paint the exterior of said Property in consultation with Sherwin Williams and only pay for that amount of paint.
4. TCEDC shall pay BAY AREA SIGNS AND ELECTRICAL for approved signs, as set out in Exhibit “A”, attached hereto and made a part hereof.
5. TCEDC shall arrange with BAY AREA SIGNS AND ELECTRICAL to meet and finalize signage in line with guidelines for the 6th Street area businesses.

**ARTICLE III
RIGHTS AND OBLIGATIONS OF OWNER**

Owner/Tenant covenants and agrees as follows:

1. Maintain the business located at 524 6th Street N., Texas City, Galveston County, Texas (“the Property”), for a minimum five-year period.
2. Maintain attractive appearance on the exterior of the Property for a minimum five-year period.

3. Provide the labor and apply the paint within 30 days of purchase.
4. Apply the paint on the Property in appropriate and approved methods so as not to be messy, leave drip marks, be thinly applied, or present a poor appearance as determined by the TCEDC's designee.
5. Use only the approved paints, provided by Sherwin Williams, on the exterior facia.
6. 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.
7. Use only the approved signs, provided by TNT, on the exterior facia.
8. Comply with all City Ordinances.
9. Wash or clean regularly the façade from dirt, soil, marks, or other distractions or blemishes on the paint surface.
10. In the event that any of the obligations of the Owner are not fulfilled in their entirety, the Owner will be responsible for reimbursing all funds advanced by TCEDC.

ARTICLE IV COORDINATION

1. The TCEDC and the Owner/Tenant will coordinate with Sherwin Williams for approval of colors and paint quality for exterior.
2. The Owner/Tenant and BAY AREA SIGNS AND ELECTRICAL will work together to design new signage. The TCEDC and the Owner will coordinate with BAY AREA SIGNS AND ELECTRICAL for approval of the design for new 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 nondrafting 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:

TCEDC:

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

Business:

_____, Owner

Texas City, Texas 77590

Janet Morris, Tenant

Texas City, Texas 77590

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

Texas City Economic
Development Corporation:

By: _____
Mark Ciavaglia
Chairman

524 6th Street N. :

By: _____
_____, Owner

By: _____
_____, Tenant