

OUTDOOR BUSINESS GRANT TERMS AND CONDITIONS

1. To be eligible for the Outdoor Business Grant (“program”) incentive, I understand that the property must be located in the City of San Diego and the commercial occupants must hold valid City of San Diego Business Tax Certificates. Additionally, I understand that the applied for project must qualify as described in the Outdoor Business Grant Guidelines found on the program website and incorporated herein by this reference.
2. To be eligible for an incentive, I understand that all the business owners with 20% or more ownership stake must reside in San Diego County. If business ownership changes during the course of this project, I will notify the City's Economic Development Department (EDD) immediately. I understand that changes in ownership could affect project eligibility or final incentive amount maximums.
3. I understand (a) I may only receive this grant for one project site; (b) and the incentive offer is limited to applicants who go through each of the program steps, including initial review, permitting, and reimbursement request. Documentation of expenses, copies of permits issued, and final photos must be submitted with the request(s) for reimbursement.
4. If my business is a tenant of the subject property, I am responsible for obtaining the property owner's permission to participate and complete the project for which I am applying to the program.
5. I agree to comply fully with all applicable Federal, State, and local laws, ordinances, codes, regulations, permits, and design guidelines. The City of San Diego does not assume liability for compliance with national, state, or local building code standards. Acceptance into the program by the City's EDD does not create any liability whatsoever. The City of San Diego will not issue any award if the subject property is in violation of any law, ordinance, code, regulation, permit or design guideline. I assume responsibility for any costs arising from repairs or alterations caused by any violation of any law, ordinance, code, regulation, permit or design guideline.
5. I understand the program term is two years from the initial application date. Funds are limited; grants are awarded on a first-come, first-serve basis. The program may be modified or discontinued without prior notice. In the event that incentive amounts change during the program period, the initial application date will be used to determine incentive amount. Submission of an application does not constitute a guarantee of funding.
6. I agree to comply with the City of San Diego's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by San Diego Resolution R-277952.
7. I shall not discriminate against any employee or applicant for employment on any basis prohibited by law and shall provide equal opportunity in all employment practices. For applicable rules and forms see: <http://www.sandiego.gov/eoc/index.shtml>.

8. I understand that a signed and dated request for reimbursement and all appropriate proof(s) of expense(s), and other required documentation as referenced in this application package must be sent to the City's EDD office to be considered eligible for payment of an award. An incomplete request will not be processed. Only expenses relative to the Public Right-of-Way improvements as part of this current project are eligible for reimbursement. It is the City of San Diego's sole and entire discretion as to whether a participant meets the requirements to qualify for a reimbursement.

9. I agree that the selection of qualifying materials, selection of contractors, subcontractors, and or installers, and purchase, installation and ownership/maintenance of the qualifying materials referenced in this application package is my sole responsibility. All contractors must be licensed in the State of California. All construction contracts will be between the participant and the contractor. The City of San Diego will not assume any liability for such agreements. The parties hereto agree and understand that this program does not create any type of contractual relationship between the City of San Diego and the participant's subcontractors.

10. I understand that vendors selected to perform work on the project must have an active City of San Diego Business Tax Certificate (BTC), regardless of where their office or headquarters is located. Expenses will be deemed ineligible if vendors do not have or are not willing to apply for a BTC.

11. I waive any and all claims against the City of San Diego and its respective elected officials, officers, employees, agents, and representatives, arising out of activities conducted in connection with my application for any incentive(s) under the City of San Diego's Outdoor Business Grant program. Without limiting the generality of the foregoing, the City of San Diego shall not be liable hereunder for any type of damages, whether direct, indirect, incidental, consequential, exemplary, reliance, punitive or special damages, including damages for loss of use regardless of the form of action, whether in contract, indemnity, warranty, strict liability or tort, including negligence of any kind.

12. By accepting grant funds, I commit to properly maintain all improvements and to keep the entire commercial property clean and free of graffiti for a minimum of five years at my sole expense. Any damage to the public right-of-way is to be repaired immediately by myself so that the public space remains in good condition and positively contributes to the business area.