

**BUSINESS ASSISTANCE PROGRAM AGREEMENT
BETWEEN
LAKE COUNTY, FLORIDA
AND**

THIS AGREEMENT is made by and between Lake County, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, and _____, a _____, [Florida limited liability company or other corporate structure], hereinafter referred to as COMPANY.

WITNESSETH:

WHEREAS, it is the intent of the Lake County Board of County Commissioners to create and broaden a sound business and industrial tax base in Lake County, by attracting targeted business and industries to locate within the County and through retention and expansion of existing targeted businesses; and

WHEREAS, accordingly, Lake County, through its Board of County Commissioners, has created a Business Assistance Program to provide matching funds to new and expanding businesses to offset development costs; and

WHEREAS, the creation of new employment opportunities for residents of Lake County and the increased tax revenues resulting from such business expansion or relocation within Lake County is beneficial to the local economy; and

WHEREAS, in order to qualify for the Business Assistance Program, COMPANY will either relocate to Lake County or expand its existing business in Lake County, and thereby create at least five new employment opportunities at a certain average salary level in Lake County; and

WHEREAS, COUNTY'S Division of Economic Growth and Redevelopment has determined that COMPANY is eligible to receive a Business Assistance Program Grant, and COMPANY wishes to accept the Grant pursuant to the terms of this Agreement;

NOW, THEREFORE, in consideration of the terms, understandings, conditions, promises and mutual covenants hereinafter contained, the parties do agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein.
2. COMPANY is eligible for a Business Assistance Program Grant (hereinafter "Grant") of an amount not to exceed twenty five thousand dollars (\$25,000.00), which

Grant shall be payable in accordance with the terms of this Agreement and pursuant to Chapter 7, Sec. 7-4(a)(1) of the Lake County Code.

3. COMPANY agrees as follows:

A. COMPANY shall relocate, locate or expand its business operations in Lake County at the site addressed as _____
_____ ("Site").

B. COMPANY shall create a minimum of five (5) new permanent, full time jobs paying no less than one hundred fifteen percent (115%) of the average annual wage for Lake County as determined by the Florida Department of Labor and Employment Security.

C. COMPANY shall pay fifty percent (50%) of its development costs, which are defined as those costs incurred as a direct result of the COMPANY's expansion, location or relocation in Lake County at the Site. COUNTY may award funds to offset the remainder of the development costs once COMPANY has paid its fifty percent (50%) share, but in no case shall COMPANY receive more than twenty five thousand dollars (\$25,000.00) unless otherwise approved by the Lake County Board of County Commissioners.

D. COMPANY shall submit annual proof of compliance with the terms of this Agreement to COUNTY for at least two (2) years after the positions are filled.

E. If COMPANY fails to retain the positions for which Business Assistance Program dollars have been received for at least two (2) years after the positions are filled, COMPANY shall notify COUNTY immediately upon termination of the position(s) and shall reimburse COUNTY with a pro-rata payment of Grant funds received by the COMPANY within sixty (60) days. Failure to notify COUNTY or to repay funds within sixty (60) days of COMPANY's notification of position termination will result in the placement of liens by the COUNTY on any business property owned by the business within Lake County.

4. Funds shall be released upon hiring of qualifying positions, proof of actual development costs and proof of COMPANY's payment of fifty percent (50%) of development costs, to be demonstrated by the filing of a certificate of occupancy from the local jurisdiction or COMPANY's contractor and other supporting documentation as necessary.

5. COUNTY'S obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the Board of County Commissioners. COUNTY acknowledges having received such appropriation for fiscal year _____.

6. This Agreement shall be effective on the day after it is executed by the last signatory, and shall terminate upon completion of and compliance with the job retention and proof of compliance provisions set forth in paragraph three (3) of this Agreement.

7. COMPANY shall indemnify and hold COUNTY and its agents, employees, officers and commissioners free and harmless at all times from and against any and all claims, liabilities, expenses, losses, costs, fines and damages, including attorney's fees, to the extent resulting from the negligent act, error or omission of COMPANY, its agents, employees or representatives, in performance of COMPANY'S duties set forth in this Agreement. COMPANY recognizes the broad nature of this indemnification and hold harmless clause, voluntarily makes this covenant and expressly acknowledges the receipt of good and valuable consideration provided by COUNTY in support of this clause in accordance with the laws of the State of Florida. This paragraph shall survive the termination of the Agreement.

8. This Agreement shall be governed by the laws of the State of Florida. Venue for any and all legal action necessary to enforce the Agreement or resulting from the Agreement shall lie in Lake County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

9. COMPANY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for COMPANY, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for COMPANY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

10. COMPANY warrants and represents to COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that COMPANY does not on the grounds of race, color, religion, disability, sex, age, national origin, marital status, or sexual orientation, discriminate in any form or manner against COMPANY'S employees or applicants for employment.

11. NOTICES: All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent by either party

to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

If to COUNTY:
Economic Development and Tourism
315 West Main Street, Suite 520
Tavares, FL 32778-7800

If to COMPANY:

Company Name

Company Address

Company City, State, Zip

A. All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.

B. The effective date of such notices shall be the date personally delivered, or if sent by mail, the date of the postmark, or if sent by overnight letter delivery to COMPANY, the date the notice was picked up by the overnight letter delivery company.

C. Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in a manner designed for the filing of notice hereunder.

12. ENTIRE AGREEMENT: This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

13. AMENDMENTS: It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

14. SEVERABILITY: If any term or provision of this Agreement, or the application thereof to any person or circumstances shall be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Lake County through the Chairman of the Lake County Board of County Commissioners, authorized to execute same by Board action on the _____ day of _____, 20____, and by COMPANY through its representative, duly authorized to execute same.

ATTEST:

COUNTY
LAKE COUNTY BOARD OF
COUNTY COMMISSIONERS

Neil Kelly, Clerk of the Board
of County Commissioners of
Lake County, Florida

Leslie Campione, Chairman

This ____ day of _____, 20__.

Approved as to form and legality:

Sanford A. Minkoff
County Attorney

COMPANY

[Company Name]

[Name, Title]

For, and on behalf of, COMPANY

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this _____ day of _____,

20___ by _____ [Name of officer or agent]

on behalf of _____ [Name of corporation],

a _____ [type of corporation].

He/She is personally known to me or has produced

_____ as identification.

Signature of Acknowledger

Name (print)

Title or Rank

NOTARY SEAL