

## **BOOST BIZ SJ VACANT STOREFRONTS GRANT AGREEMENT**

This Grant Agreement (“Agreement”) is entered into as of this 28th day of March, 2022 (“Effective Date”), by and between THE CITY OF SAN JOSE, a charter city (“City”), and Toddler Town LLC, a California Limited Liability Company (“Company”).

### **RECITALS**

A. On September 10<sup>th</sup>, 2021, Company leased 4,410 square feet of an 15,230 square foot commercial building on 6.55 acres located at 6920 Almaden Expy in San Jose, California, to be used as a daycare center (“Premises”).

B. In connection with the occupation of the Premises, the City is assisting Company by providing an economic development and neighborhood revitalization Grant. This Grant is intended to support Company’s occupancy and operation at the Premises.

C. The Premises will be used by Company to provide a preschool and daycare center with afterschool educational programs. The City desires to assist with the Company’s operations at the Premises to further the goals of the City’s economic development strategy to eliminate blight and grow the local economy. The City desires to preserve and expand the number of jobs and tax revenues provided by the facilities operated by Company and recognizes the need to occupy the Premises to accomplish these ends. In order to assist Company, which will bring jobs and revenue to the City, the City is providing the Grant in this Agreement to be paid on a one-time award basis.

D. Subject to the terms and conditions set forth in this Agreement, the City desires to assist, provided that if Company vacates the Premises or ceases operation of the Company at the Premises within certain time periods as set forth herein, Company shall reimburse the City as more particularly described herein.

NOW, THEREFORE, the City, and Company hereby agree as follows:

1. City Financial Assistance. City hereby awards Company a Grant of \$[SPECIFIC DOLLAR AMOUNT UP TO \$15,000] subject to the terms and conditions of this Agreement.

2. City Financial Assistance. After the Company has: (a) executed a lease for the Premises (if Company will operate at the Premises as a tenant); (b) filed any required City applications for the occupation of the Premises; and (c) provides a copy of Company’s paid City Business License, Company may request the Grant. Company acknowledges and agrees that the City’s Grant offer under this Agreement is conditioned upon any necessary City approvals for Company to occupy the Premises.

The City's offer to provide the Grant will expire on December 31, 2022 if Company has not met all conditions set forth in this Section 2 by that date.

4. Failure to Occupy the Premises. The City has agreed to provide the City Assistance hereunder as an incentive to attract and retain Company in San Jose. If Company vacates or otherwise no longer occupies any portion of the Premises at the applicable times stated below in this Section 4 (collectively, "Reimbursement Event"), Company shall, within thirty (30) days thereafter, repay the Grant to City, as follows:

(a) If a Reimbursement Event occurs before the first anniversary of the date the City has issued all necessary approvals for Company to occupy the Premises ("City Approval Date"), Company shall reimburse the City ninety percent (90%) of any Grant made to Company under this Agreement;

(b) If a Reimbursement Event occurs on or after the first anniversary of the City Approval Date, but before the second anniversary of the City Approval Date, Company shall reimburse the City sixty seven percent (67%) of any Grant made to Company under this Agreement;

(c) If a Reimbursement Event occurs on or after the second anniversary of the City Approval Date, but before the third anniversary of the City Approval Date, Company shall reimburse the City thirty-three percent (33%) of any Grant made to Company under this Agreement;

(d) If Company remains in occupancy of the Premises on or beyond the third anniversary of the City Approval Date, Company shall not be required to reimburse the City for any portion of the Grant made to Company under this Agreement.

5. Term and Termination. The Term of this Agreement is three (3) years from the City Approval Date; provided, however, that in the event that Company fails to comply with any term or condition of this Agreement, City may terminate the Agreement with seven (7) days written notice to Company. Company's obligation to repay any Grant amounts on account of a Reimbursement Event as provided in Section 4 above shall continue beyond the Term.

6. Amendments. This Agreement may be amended, changed or modified only by an written amendment signed by the City and Company.

7. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the subject matter of this Agreement. Any oral representations or modifications concerning the subject matter of this Agreement shall be of no force and effect.

8. Non-Discrimination. Company covenants and agrees for itself, its successors, its assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on

account of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Premises, nor shall Company itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Premises.

9. Waiver. Any waiver by the City of any term, condition or requirement of this Agreement shall not constitute a waiver of any other term, condition or requirement hereof or constitute a waiver of the same term, condition or requirement in any other instance.

10. Notices. Any notice or demand which shall be required or permitted by law or any provisions of this Agreement shall be in writing, and shall be deemed effective when personally delivered or deposited in the United States mail, certified, return receipt requested, postage prepaid, addressed as follows:

To: City of San Jose  
Attention: Director of Economic Development  
200 East Santa Clara Street, 17<sup>th</sup> Floor Tower  
San Jose, CA 95113

To: Sarah Vazquez  
Toddler Town LLC  
6920 Almaden Expy  
San Jose, CA 95120

or to such other address as any party may designate by notice in accordance with this Section.

Notice shall be deemed given on the date of personal delivery by hand, or the date of mailing, or on the date delivery is refused, if applicable.

11. Time. Time is of the essence in this Agreement.

12. Indemnification and Hold Harmless. Company shall indemnify, defend and hold the City, its officers and employees harmless from all suits, actions, claims, causes of action, costs, demands, judgments or liens arising out of this Agreement as a result of any acts or omissions of Company or its contractors, subcontractors, or persons claiming under any of the aforesaid, except to the extent of the sole active negligence, willful misconduct, or breach of this Agreement by the City or any of such other indemnified parties.

13. Assignment. This Agreement is not assignable by Company.

14. Severability of Provisions. If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected hereby, if such remainder would then continue to conform to the terms and requirements of applicable law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

**"CITY"**

**FORM APPROVED BY THE  
OFFICE OF THE CITY ATTORNEY**

CITY OF SAN JOSE, a charter city



Email: sarah.zarate@sanjoseca.gov

**Sarah Zarate**

**"COMPANY"**

Toddler Town LLC, a California Limited Liability



Email: sarah@toddler.town

**Sarah Vazquez**

Title: \_\_\_\_\_