



**Application for
Wi-Fi Open Access Program**

Name of Business: _____
Address of Business: _____
Business Owner: _____
Property Owner: _____
Mailing Address: _____
Telephone Numbers: _____ (B) _____ (Cell)
Fax: _____
E-mail: _____

Contact Person (if different from above): _____
Telephone Numbers: _____ (B) _____ (Cell)

Property Owner (if different from above):
Mailing Address: _____
Telephone Numbers: _____ (B) _____ (Cell)
Fax: _____
E-mail: _____
Property Address: _____
Type of Business: _____
Years in Business: _____

Maximum amount of funds available to Wi-Fi Partner is \$900.00. Monthly Internet Service Charge is funded up to \$75.00 per month for 1 year (12 consecutive months).

Attach the following documentation to the application:

- Paid invoice from Wi-Fi Service Provider indicating the Open Access Wi-Fi.

Total Cost (up to \$900.00) \$900.00

Would you be willing to allow the JTEDC to take photos of your business's finished project to submit to *The Junction Eagle* in order to market this program to other interested businesses in Junction? _____ Yes _____ No **(Your answer to this question does not disqualify you from obtaining the available funding.)**

I hereby certify that, to the best of my knowledge, all information submitted in the above application is correct and accurate. I understand that by completing this application, I am making a formal request to become a Wi-Fi Partner with JTEDC and this partnership is contingent upon the acceptance/approval of JTEDC Board and execution of a formal contract with JTEDC. I understand that project availability must be approved by a JTEDC official or office manager before money can be disbursed. Additionally, I understand that money is paid at the end of the month for 12 consecutive months. I also understand it is my responsibility to ensure the improvements meet all city ordinances and/or requirements.

Printed Name of Business Owner _____

Signature of Owner

Date: _____

REQUEST APPROVED: _____

REQUEST DENIED: _____

AMOUNT APPROVED: \$ _____

DATE OF APPROVAL/DENIAL _____

Junction Texas Economic Development Corporation (JTEDC)
Wi-Fi Open Access Program

WHEREAS the *Junction Texas Economic Development Corporation* (JTEDC) wants to promote Infrastructure Improvement Projects as authorized under Local Government Code Section 501.103. The JTEDC will assist with Open Access Wi-Fi within the City of Junction's storefronts for the purpose of developing business enterprise;

WHEREAS _____ (Wi-Fi Partner) is a successful business within the City of Junction; and

WHEREAS both the JTEDC and Wi-Fi Partner support the mutual and joint promotion of the City of Junction and Wi-Fi Partner's business.

THE PARTIES AGREE AS FOLLOWS:

- 1) Wi-Fi Partner shall provide Open Access Wi-Fi to the general public at its business location for a period of one year (12 consecutive months). (OPEN ACCESS WI-FI is defined as Wi-Fi offered without a password needed by the user.)
- 2) **JTEDC shall pay for Wi-Fi Open Access at the business location for up to \$75.00 per month for one year (12 consecutive months).**
- 3) As part of this Grant program, JTEDC will be allowed to use Wi-Fi Partner's image, name, and logo in print ads and other marketing materials created by JTEDC for the promotion of business enterprise for the City of Junction.
- 4) Wi-Fi Partner shall post signage provided by the JTEDC that indicates FREE Wi-Fi sponsored by the JTEDC at its business location and in plain sight for the public to read.

Use of Money

Maximum amount of funds available to Wi-Fi Partner is **\$900.00**. These funds are to be used for the sole purpose of providing Wi-Fi accessibility at the business location for the general public. The general public is not required to have a password or any other information to access the FREE Wi-Fi Open Access system.

Terms and Conditions

THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

- If the Wi-Fi Partner is already under contract with the JTEDC for any Performance Agreement grant or loan, the Wi-Fi Partner must be in good standing.
- Wi-Fi Partner will participate in a competitive process with other eligible business owners for this Wi-Fi grant process.

- The JTEDC Board will review, approve, and fund applications from October 1, 2016 - September 30, 2017. Applications will be reviewed on a normal schedule, during the regularly scheduled monthly meetings.
- If Wi-Fi Partner is not the property owner, written consent must be obtained from the landlord for Wi-Fi open access improvements.
- Maximum grant amount is **\$900.00** per Wi-Fi Partner per year (_____, 20__ – _____, 20__), up to **\$75.00** for monthly Internet service charge for 12 consecutive months.
- Wi-Fi Partner shall allow JTEDC reasonable access to its business facility during the term of this Agreement during normal business hours for verifying compliance with the terms of this Agreement.
- Wi-Fi Partner shall keep all Wi-Fi open access equipment and service associated with this Agreement in good repair and condition during the term of this Agreement.
- Upon completion and acceptance by JTEDC of the work, JTEDC will make payment to Wi-Fi Partner up to a maximum of **\$900.00**.
- Wi-Fi Partner will affect no change in ownership of the business or facilities during the one-year term of this Agreement without prior notice and approval of JTEDC.
- Wi-Fi Partner shall post signage provided by the JTEDC that indicates FREE Wi-Fi sponsored by the JTEDC at its business location and in plain sight for the public to read.

Warranties, Obligations, and Duties

Wi-Fi Partner makes the following warranties to JTEDC:

Wi-Fi Partner has the full authority to execute this Agreement, and has obtained any necessary authorization to execute this Agreement through its organizational structure (example: by its landlord, board of directors, partners, members, managers, officers, or agents). Wi-Fi Partner will furnish any authorization to JTEDC upon request by JTEDC.

JTEDC Liability Limitations

Wi-Fi Partner specifically agrees the JTEDC shall only be liable for the actual costs of the Wi-Fi accessibility work. JTEDC shall not be liable for any other actual or consequential damages, direct or indirect, interest, attorneys' fees, or costs of court for any act of default under the terms of this Agreement. It is further specifically agreed the JTEDC shall only be required to pay Wi-Fi accessibility fees solely out of its Sales Tax Revenue currently collected, allocated, and budgeted during the term of this Agreement. JTEDC shall have thirty (30) days to perform inspection, certify completion, and make payment after receipt of such payment request. The payment request should be directed to the JTEDC Office Manager, Junction Texas Economic Development Corporation (JTEDC), 702 College Street, Suite A, Junction, Texas 76849-4627.

Notice of Default

Upon a determination of default, JTEDC shall give the Wi-Fi Partner written notice of any act of default by the Wi-Fi Partner. Wi-Fi Partner shall have thirty (30) days after receipt of the notice to cure the default. (The Wi-Fi Partner shall be liable for any extra project work and material costs incurred in the remedy or cure.) Failure by Wi-Fi Partner to timely and fully cure the act of default shall permit JTEDC to pursue all legal remedies provided by law and not specifically prohibited herein.

Sole Agreement

This Agreement constitutes the sole and only agreement of the parties hereto, and supersedes any prior understandings or written or oral agreements between the parties.

This Agreement is performable in the Kimble County, Texas jurisdiction, and venue for any litigation will be in Kimble County, Texas.

This contractual Agreement is entered into by and between the Junction Texas Economic Development Corporation (JTEDC), whose address is 702 College Street, Suite A, Junction, Texas 76849-4627, and the Wi-Fi Partner named below:

Business Name: _____
Physical Address: _____
Business Owner: _____

EXECUTED ON _____, 20____.

President
Junction Texas Economic Development Corporation
702 College Street, Suite A
Junction, TX 76849-4627

Secretary

Wi-Fi Partner & Business Owner