

# Application for WiFi 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: \_\_\_\_\_

Place a check mark in the corresponding box of the categories of interest to you in the event that you are chosen as a WiFi Partner.

**Maximum amount of funds available to WiFi Partner is \$810.**

**Open Access WiFi Activation Fee (Funded up to \$150)** Amount \$ \_\_\_\_\_

**Attach the following documentation to the application:**

- Paid invoice from WiFi Service Provider indicating the Open Access WiFi

**Monthly Internet Service Charge**

**(Funded up to \$55/month for 1 year)** Amount \$ \_\_\_\_\_

**Attach the following documentation to the application:**

- Paid invoice from WiFi Service Provider indicating the Open Access WiFi

**Total Cost (up to \$810)** \$ \_\_\_\_\_

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 WiFi 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 executive director before money can be disbursed. Additionally, I understand that money is paid at the completion of the installation of the Open Access WiFi and at the end of the month for 12 months. I understand I will properly post signage provided by the JTEDC that indicates Free WiFi sponsored by the JTEDC on my place of business in plain sight for the public to read. I also understand it is my responsibility to ensure the improvements meet all city ordinances and/or requirements.

**Printed Name of Business Owner** \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

**REQUEST APPROVED:** \_\_\_\_\_

**REQUEST DENIED:** \_\_\_\_\_

**AMOUNT APPROVED:** \_\_\_\_\_

**DATE OF APPROVAL/DENIAL** \_\_\_\_\_

# Junction Texas Economic Development Corporation's WiFi Open Access Program

WHEREAS 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 WiFi within the City of Junction's storefronts for the purpose of developing business enterprise;

WHEREAS \_\_\_\_\_ (WiFi Partner) is a successful business within the City of Junction;

WHEREAS both the JTEDC and WiFi Partner support the mutual and joint promotion of the City of Junction and WiFi Partner's business;

THE PARTIES AGREE AS FOLLOWS:

- 1) WiFi Partner shall provide open access WiFi to the general public at its business location for a period of one year. (OPEN ACCESS WIFI is defined as WIFI offered without a password needed by the user.)
- 2) WiFi Partner shall post signage provided by the JTEDC that indicates Free WiFi sponsored by the JTEDC at its business location and in plain sight for the public to read.
- 3) JTEDC shall pay for WiFi Open Access at the business location for up to \$810 (Up to \$150 for the activation fee + \$55/month for one year).
- 4) As part of this grant program, JTEDC will be allowed to use WiFi 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.

## Use of Money

Maximum amount of funds available to WiFi Partner is \$810. These funds are to be used for the sole purpose of providing WiFi 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 WiFi open access system.

## Terms and Conditions

THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

- If the applicant is already under contract with the JTEDC for any Performance Agreement grant or loan, the applicant must be in good standing.
- Applicants will participate in a competitive process with other eligible business owners for this WiFi grant process.
- The JTEDC Board will review, approve, and fund applications from Oct. 1, 2013 - Sept. 30, 2014. Applications will be reviewed on a normal schedule, during the regularly scheduled monthly meetings:

- If applicant is not the property owner, written consent must be obtained from the landlord for WiFi open access improvements.
- Maximum grant amount is \$810 per applicant per fiscal year (Oct. 1, 2013 – Sept. 30, 2014). Up to \$55 for monthly Internet service charge for 12 months and up to \$150 for the activation fee.
- WiFi 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.
- WiFi Partner shall keep all WiFi 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 WiFi Partner up to a maximum of \$810.
- WiFi 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.

### **Warranties, Obligations, and Duties**

WiFi Partner makes the following warranties to JTEDC:

WiFi 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). WiFi Partner will furnish any authorization to JTEDC upon request by JTEDC.

### **JTEDC Liability Limitations**

WiFi Partner specifically agrees the JTEDC shall only be liable for the actual costs of the WiFi accessibility work. JTEDC shall not be liable for any other actual or consequential damages, direct or indirect, interest, attorney fees, or cost 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 WiFi 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 and certify completion and make payment after receipt of such payment request. The payment request should be directed to Patricia Whitty, Executive Director, JTEDC, 730 Main Street, Junction, Texas 76849.

### **Notice of Default**

Upon a determination of default, JTEDC shall give the WiFi Partner written notice of any act of default by WiFi Partner. WiFi Partner shall have thirty (30) days after receipt of the notice to cure the default. (The WiFi Partner shall be liable for any extra project work and material costs incurred in the remedy or cure.) Failure by WiFi 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 Kimble County, Texas, and 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 Corp., whose address is 730 Main Street, Junction, Texas 76849, and the WiFi Partner named below:

Business Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Business Owner: \_\_\_\_\_

**EXECUTED ON** \_\_\_\_\_.

\_\_\_\_\_  
Jean Jacoby, President  
Junction Texas Economic Development Corporation  
730 Main Street  
Junction, TX 76849

\_\_\_\_\_  
Signature of WiFi Partner & Business Owner