

**SIGN INCENTIVE AGREEMENT**  
CITY OF PORTLAND DOWNTOWN DEVELOPMENT AUTHORITY  
DOWNTOWN SIGN IMPROVEMENT PROGRAM



This Agreement is entered into on September 17, 2020 by and between the CITY OF PORTLAND DOWNTOWN DEVELOPMENT AUTHORITY (DDA), an authority created under Act 197 of the Michigan Public Acts of 1975, as amended, and \_\_\_\_\_ (Applicant) and owner of the business \_\_\_\_\_ located at \_\_\_\_\_, Portland, MI 48875

In consideration of the following terms and conditions, the DDA agrees to award Applicant for reimbursement of up to 50% of the cost of making eligible sign improvements, up to a maximum reimbursement of \$ 1,000 for the sign of the subject building located within the DDA / Main Street Districts, Portland, MI. Applicant shall make improvements to the sign as described in the Applicants Sign Incentive Program Application dated \_\_\_\_\_, 20\_\_\_\_.

For the purposes of this specific sign project located at \_\_\_\_\_ the Grantee shall be eligible for a maximum reimbursement of \$ \_\_\_\_\_ based on the application:

The conditions of this funding are as follows:

- 1. Sign production / installation did not begin prior to this agreement.**
- 2. Applicant has a sign permit on file with City of Portland**
3. The information provided in the Portland Downtown Sign Incentive Program Application and its attachments are accurate and are incorporated by reference and attached hereto as Exhibit 1.
4. The project overview within the document titled "Portland Downtown Sign Incentive Program" as adopted by the DDA, determines the conditions of the project and are incorporated by reference and attached hereto as Exhibit 2.
  - \* Remove additional wires attached to sign post/pole as can be removed and remain structurally sound.
  - \* Paint post/pole black and add an end cap to finish it.
5. If any changes in the application are anticipated after the project is accepted, written approval of such changes must be first obtained from DDA Team or DDA Director.
6. During the period of construction, the Applicant agrees to keep in full force and effect the following insurance coverage in limits acceptable to the City and DDA:
  - General Liability, bodily injury and property damage - \$1,000,000
  - Workers Compensation - statutory limits

7. Prior to beginning any work, Applicant shall provide to the DDA Director a Certificate of Insurance showing the above insurance and that the City of Portland, the City of Portland Downtown Development Authority, and their respective officers, employees and agents as additional insured parties.
8. The Applicant also agrees to indemnify, hold harmless and defend the City of Portland, the Portland Downtown Development Authority and their respective officers, employees and agents from any and all claims of any kind and nature arising out of or related to the sign improvement project including, but not limited to, claims for payment by subcontractors or suppliers of materials and labor.
9. All improvements made to the sign shall comply with the Portland Code of Sign Ordinances and applicable adopted building codes.
10. Improvements subject to this Agreement shall be completed within six (6) months from the date of this Agreement, unless extended in writing by the DDA Design Team. All reimbursement requests shall be presented to the DDA Director no later than sixty (60) days after the installation of the sign and include:
  - Contractor receipts or letter with signature indicating paid in full.
  - Any other relevant receipts paid in full
  - After photo's of completed sign

**CITY PORTLAND DDA:**

\_\_\_\_\_  
Chair Portland DDA Design Team

DATE: \_\_\_\_\_

**APPLICANT:**

\_\_\_\_\_  
Building Owner

DATE: \_\_\_\_\_



