



JOINT APPLICATION

COMMERCIAL RENT ABATEMENT MATCHING GRANT PROGRAM

The Commercial Rent Abatement Matching Grant Program provides financial assistance up to seven thousand five hundred dollars (\$7,500) in matching funds where a Commercial Landlord has or will permanently waive unpaid rent during the COVID-19 public health emergency.

This program is intended to assist commercial landlords in paying their fixed costs, many of whom are local small business owners themselves, and leverages City funds to provide additional relief to commercial tenants experiencing a loss of income due to CoVID-19-related partial or complete closure of their businesses.

The City will match the amounts the Landlord has waived or is willing to waive in unpaid rent accrued during the COVID-19 pandemic up to \$7,500, giving a total combined benefit to the commercial tenants of up to \$15,000. The matching grant funds are available per lessee.

The City Council redirected up to \$409,000 from the Citywide Small Business Assistance Grant to cover the costs of this program. This program is on a first-come, first-served basis and will be available until funds are exhausted.

Examples:

A Livermore small business had to shut its doors during the CoVID-19 pandemic and owes its landlord \$15,000 in unpaid rent. The landlord is willing to forgive \$7,500 of owed rent, and under the Commercial Rent Abatement Matching Grant Program, the City will then pay \$7,500 of the *remaining* owed rent, leaving a balance of \$0 in owed rent.

A Livermore small business had to shut its doors during the CoVID-19 pandemic, and its landlord has *already* forgiven \$2,500 in owed rent accrued during the pandemic out of a *total* of \$10,000 of owed rent, leaving a balance of \$7,500 in owed rent. Under the Commercial Rent Abatement Matching Grant Program, the City will pay \$2,500 of the remaining owed rent, leaving a balance of \$5,000 in owed rent.

A Livermore small business has made partial rent payments during the COVID-19 pandemic and currently owes a total balance of \$7,500 to the Landlord. The Landlord is willing to permanently forgive \$3,500 of the unpaid rent, and under the Commercial

Rent Abatement Matching Grant Program, the City will pay the \$3,500 remaining rent, leaving a balance due of \$0 in owed rent.

The following are the eligibility requirements of this program:

- 1) Applicants must be a Commercial Landlord (Commercial Property Owner) and Small Business Tenant (Lessee) of a commercial property located within the City of Livermore;
- 2) Applicants must both be in good standing with the City of Livermore (current business license, no delinquencies, and no outstanding citations/code violations);
- 3) Small Business Tenant (Lessee) must be operating or intending to return to operations in Livermore, must have gross receipts of not more than \$10 Million in calendar year 2019, and must be able to demonstrate that they have experienced a financial loss as a result of the CoVID-19 pandemic;
- 4) This is a matching grant program. As such, Commercial Landlord (Commercial Property Owner) agrees to permanently waive or has permanently waived up rent owed and unpaid by Small Business Tenant (Lessee) if selected as a recipient of this matching program and the City of Livermore will match up to \$7,500 of that amount; and
- 5) Applicants must both be willing to enter into an Agreement with the City of Livermore in connection with this program, a draft is attached hereto for your convenience.

Applicant Information:

Name of Commercial Landlord: _____

Contact Person and Phone/Email Address: _____

Name of Small Business Tenant: _____

Contact Person and Phone/Email Address: _____

Small Business Description: _____

Address or Location of Business: _____

Amount of Unpaid Rent Permanently Waived by the Commercial Landlord in Favor of Small Business Tenant:

How long was small business closed since March 16, 2020? _____

Is the small business still open and operating? _____

If not, when does the small business intend to re-open? _____

How many employees does the Small Business Tenant (Lessee) have? _____

How much were the gross receipts of Small Business Tenant (Lessee) in 2019? _____

Does the Small Business Tenant affirm that they have experienced a negative financial impact as a result of the CoVID-19 pandemic? _____

Has much in unpaid rent does the Small Business Tenant (Lessee) owe the Commercial Landlord (Commercial Property Owner)?

By signing this application, both applicants declare under penalty of perjury under the laws of the State of California that the foregoing answers in this application are true and correct. Dated this ____ day of _____ 2021.

Name of Commercial Landlord

Name of Small Business Lessee

COMMERCIAL RENT ABATEMENT MATCHING GRANT AGREEMENT BETWEEN CITY OF LIVERMORE AND

THIS AGREEMENT is made and entered into this ____ day of _____, 2021 by and between the City of Livermore, a municipal corporation ("City"), [Landlord Name] {a/an} {list company's state of registration here} {identify type of entity here} eg: a California corporation ("Commercial Landlord") who is the commercial landlord and owner of the property, located at [Address], Livermore, CA, 94550 ("Small Business Location") and [Tenant], {a/an} {list tenant's state of registration here} {identify type of entity here} eg: a California corporation ("Small Business Tenant") who currently leases the Small Business Location.

RECITALS

In support of community recovery from the local emergency in the city of Livermore related to the COVID-19 pandemic, the City has established a commercial rent abatement matching program, which is a financial assistance program that provides up to \$7,500 in matching funds per lessee to a commercial landlord. The City Council redirected up to \$409,000 from the Citywide Small Business Assistance Grant to cover the costs of this program.

The City has agreed to provide funds as an incentive for commercial landlords to permanently reduce or waive, unpaid lease payments for small businesses that have been negatively impacted by the COVID-19 pandemic.

This program is intended to assist commercial landlords pay their fixed costs, many of whom are local small business owners themselves, and leverage City funds to provide additional relief to tenants experiencing a loss of income due to COVID-19-related partial or complete closure of their businesses.

The Commercial Landlord and Small Business Tenant have submitted a signed application, attached hereto as Exhibit A, attesting to their eligibility for this program. The City has reviewed and considered the application and has selected the applicants as a recipient of matching funds pursuant to the terms of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, City, Commercial Landlord, and the Small Business Tenant hereby agree that the aforementioned recitals are true and correct and further agree as follows:

1. Distribution of Grant Funds. City shall provide \$ _____ ("Grant Funds"), which represents a match for the unpaid rent due from the Small Business Tenant and permanently waived by the Commercial Landlord that accrued during the state of local emergency related to the COVID-19 pandemic. The Commercial Landlord warrants that it has provided the Small Business Tenant a permanent waiver of unpaid rent in at least the same amount as the Grant Funds ("Waived Unpaid Rent").

(a) It is agreed and understood that City shall pay the Grant Funds to the Commercial Landlord directly. Unless otherwise provided herein, the Grant Funds will be paid in one installment to cover the delinquent rent, or portion of rent, as described herein.

(b) Commercial Landlord and Small Business Tenant represent and warrant that the information presented to City in connection with the application and supporting documentation/verifications is true and accurate as of the date given and remains true and accurate as of the date of this Agreement. Commercial Landlord and Small Business Tenant understand that the City has relied upon such information and representations to determine Commercial Landlord and Small Business Tenant's eligibility to receive the City's grant.

(c) City's acceptance of the Commercial Landlord and the Small Business Tenant as participants is based on the information contained in the joint application. If City determines that the information contained in the joint application is materially inaccurate or if the Landlord attempts to recover the Waived Unpaid Rent from the Small Business Tenant at any time, City reserves the right to terminate this Agreement and seek the return of the Grant Funds from the Commercial Landlord and/or the Small Business Tenant. The Commercial Landlord and/or the Small Business Tenant shall notify City as soon as possible if the Commercial Landlord or the Small Business Tenant cannot comply with the terms and conditions of the program.

2. **Permanent Waiver of Unpaid Rent.** The Commercial Landlord agrees that the Waived Unpaid Rent for purposes of receiving the Grant Funds shall be permanently waived. The Commercial Landlord will not attempt to recover those funds from the Small Business Tenant at any point or in any proceeding.

3. **Responsibility for Taxes.** Commercial Landlord and Small Business Tenant acknowledge and agree that any and all federal, state, and/or local taxes resulting from their participation in this program is their responsibility and shall not be paid by the City.

4. **Indemnity.** Commercial Landlord and Small Business Tenant hereby agree to defend, indemnify, and hold harmless City, its elected officials, officers, directors, employees, and designated volunteers from and against any and all claims, lawsuits, losses, liabilities, damages, including but not limited to reasonable attorney, consultant and expert fees, and court costs arising out of or in connection with this Agreement, except for the gross negligence and willful misconduct of City, its elected officials, officers, directors, employees, and designated volunteers. The provisions of this section shall survive the expiration of the terms of this Agreement.

5. **Remedies.** All remedies permitted or available under this Agreement, or at law or in equity, are cumulative and alternative, and the invocation of a right or remedy will not be construed to waive or elect a remedy with respect to any other available right or remedy.

6. **Amendment.** No modification, recession, waiver, release or amendment of any provision of this Agreement shall be made except by written agreement executed by Commercial Landlord, Small Business Tenant and City.

7. **Notice.** Notices under this Agreement must be delivered to the addresses below by deposit in the United States mail or by overnight delivery service, with postage prepaid and delivery confirmation.

City:

Attn:

City of Livermore
1052 S Livermore Avenue
Livermore, CA 94550

Commercial Landlord:

Small Business Tenant:

8. **Waiver.** Failure to insist upon the strict performance of any term or condition in this Agreement, no matter how long the failure continues, is not a waiver of the term or condition and does not bar the right to subsequently demand strict performance. To be effective, a waiver must be in writing and signed by the non-breaching party.

9. **Severability.** If a court of competent jurisdiction determines a provision in this Agreement is invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired in any way.

10. **Entire Agreement.** This Agreement, together with any other written document referred to or contemplated by it, embody the entire Agreement and understanding between the Parties relating to the subject matter of it. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by all Parties.

11. **Jurisdiction, Venue and Governing Law.** Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Alameda, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This Agreement will be governed by the laws of the State of California.

12. **Counterparts.** This Agreement may be executed in counterpart by delivering a facsimile or secure electronic copy of the signed agreement to the other Parties, followed by delivery of the original documents bearing the original signatures. However, failure to deliver the original documents does not affect the enforceability of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

COMMERCIAL LANDLORD:
[Business Name]

DATED:

By: [First and Last Name]
Title:

SMALL BUSINESS TENANT:
[Business Name]

DATED:

By: [First and Last Name]
Title:

CITY:
City of Livermore

DATED:

By: Marc Roberts
Title: City Manager

APPROVED AS TO FORM:

Senior/Assistant/City Attorney

Attachment:

Exhibit A – Commercial Rent Abatement Matching Grant Program Application