City of Big Bear Lake

Small Business Façade Improvement Program

INTRODUCTION AND PROGRAM OVERVIEW

The City of Big Bear Lake's Small Business Facade Improvement Program is a property enhancement program designed to improve the appearance of the existing businesses within the City of Big Bear Lake, specifically along Big Bear Boulevard and the Moonridge Corridor (the Project Area) and developed as an incentive to small business/commercial building owners or tenants to reinvest in their properties by replacing and upgrading building facades and signage.

Incentives are provided in the form of a Reimbursement Grant of up to $5,000, as well as an additional Matching Reimbursement Grant of up to $10,000 (requiring dollar-for-dollar fund matching by the property or business owner), with funds to be used for building façade improvements and replacing old, outdated or damaged business identification signage. In return for accepting grant funds, the property owner must agree to maintain the City's funded improvements for a minimum of five (5) years.

1) ELIGIBILITY

Owners and tenants of commercial property in the City of Big Bear Lake, specifically fronting Big Bear Boulevard and the Moonridge Corridor, are eligible as described hereafter. Such commercial properties must be in need of exterior physical improvements in order to alleviate blighting conditions as identified in Chapter 17.35 of the Development Code of the City of Big Bear Lake. Eligible applicants include the following:

a. Owners of Retail-Commercial buildings with such owners able to be defined as a small business under SBA regulations.
b. Subject to submittal of written approval of the property owner, all tenants of commercial properties that can be defined as a "small business" under SBA regulations.
c. Applicant and/or property owners must be in good standing with the City of Big Bear Lake, and current on all taxes, fee assessments and business licensing.

Tenants are required to provide documentation of the property owner's consent to the improvements at the time of initial application. Written consent must be in the form of a letter agreement (see attached example) indicating the lessee's authority given by the property owner to renovate and repair the subject property. The form and content of such written consent are subject to approval by City staff, in their discretion.

2) CITY PARTICIPATION

The City of Big Bear Lake may provide a fully reimbursable $5,000 grant, as well as an additional reimbursement matching grant of up to $10,000, toward the total approved project cost. The maximum total contribution by the City is $15,000, and it is restricted to one (1) façade improvement grant application for each business.

Project Cost	$ 5,000	$ 10,000	$ 15,000	$ 20,000	$ 25,000
BBL Reimbursement Grant	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000
Gross Applicant Cost	$ -	$ 5,000	$ 10,000	$ 15,000	$ 20,000
BBL 50% Matching Grant	$ -	$ 2,500	$ 5,000	$ 7,500	$ 10,000
Net Applicant Cost	$ -	$ 2,500	$ 5,000	$ 7,500	$ 10,000
Grant Total	$ 5,000	$ 7,500	$ 10,000	$ 12,500	$ 15,000

3) ELIGIBLE PROJECT COSTS

Eligible improvements and project costs may include engineering design, architectural design, insurance, and construction costs. The eligible construction elements may include:

1) Awnings, canopies, overhead trellises, and overhangs;
2) Doors and windows on front and public sides of buildings;
3) Exterior façade improvements and treatments including siding, masonry, rock work, fencing, decorative treatments, cleaning, repair and painting;
4) Landscaping;
5) Exterior lighting;
6) Signage, including on-site directional, monument and business identification signs.

4) INELIGIBLE PROJECT COSTS

Ineligible improvements and project costs include, but are not limited to:

1) Improvements commenced prior to the City's receipt of the Small Business Façade Improvement Program application;
2) Any and all Big Bear Lake permits and fees;
3) Interior improvements of any kind;
4) Other items as deemed inappropriate by the City, in its discretion.

5) REIMBURSEMENT

Reimbursements will only be made to approved project applicants who have executed a Facade Maintenance Agreement with the City of Big Bear Lake. The amounts and terms of the reimbursement will be outlined in the Agreement. For applicants seeking to participate in both grant options, reimbursement can be made in three (3) progress payments of $5,000. Reimbursement will be made upon the City's final approval of the progress of work and following receipt of full back up documentation, and the final payment of $5,000 shall be made only upon confirmation of project completion. All reimbursements are subject to and shall be made in accordance with the terms outlined in the Agreement.

Full back up documentation includes the following:

A) Fully executed Small Business Facade Improvement Program applications;
B) All invoices, contracts, and verification of payment to architects, engineers, and contractors pursuant to the project;
C) Copies of all bids received (a minimum of two [2] licensed contractors is required);
D) A copy of the approved final building inspection from the City's Division of Building and Safety;
E) A clear, full and accurate photograph of the building after completion of the improvements; and

F) Signed and Notarized Facade Maintenance Agreement and License to Enter in which the property owner agrees to maintain the City funded facade improvements for a minimum period of five (5) years.

6) FAÇADE MAINTENANCE AGREEMENT

The Agreement will outline requirements of the project applicant that will include, but are not limited to, the following:

A) Applicant must agree to clear the property of any and all items such as rubbish, debris, and weeds that contribute to blight;
B) Applicant's contractor must obtain and maintain general liability and workers' compensation insurance. Contractor must list the applicant and the City of Big Bear Lake as additionally insured;
C) Applicant shall ensure that there shall be no discrimination or harassment of any person because of the race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, source of income, or disability of that person in the sale, lease/sublease, transfer, use, occupancy, or enjoyment of the project;
D) Applicant must attest that there is no conflict of interest associated with the reimbursement agreement;
E) Applicant shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments;
F) Applicant must indemnify and hold the City of Big Bear Lake, and its officials, officers, employees, and agents free and harmless from all claims, actions, damages, and liabilities;
G) Applicant must agree to maintain in a first-class condition the City funded improvements for a minimum period of five (5) years; and,
H) Applicant's proposed improvements, and the plans therefore, must be agreed upon by the City and property owner.

7) ADDITIONAL ASSISTANCE

Financing Assistance: If applicant is pursuing financing for their facade improvements, the City will provide a copy of the fully executed Facade Maintenance Agreement and License with a cover letter explaining the parameters of the program to the applicant's lender in order to assist them in obtaining the financing.

Inland Empire Small Business Development Center (SBDC): The SBDC provides complimentary assistance to existing and aspiring small business owners and entrepreneurs. For information on their programs please call (800) 616-7232.

8) PROGRAM PROCEDURES

Pre-Application:

1. Program guidelines and preliminary application review to determine project eligibility and any Building & Safety requirements.
2. Confirm property is located within the defined Project Area (fronting Big Bear Boulevard or the Moonridge Corridor), and confirm no liens or judgments exist on the property. Applicant acknowledges that any sale or transfer of the property will be subject to Section 6 of the Façade Maintenance Agreement.
3. Complete and submit preliminary application containing:
    a. Photographs of existing property, showing current condition of site and all structures.

b. Conceptual drawing and/or written description of the proposed improvements with the cost estimate.
c. For projects where applicant is not the property owner, a notarized authorization letter from the property owner in a form/content approved by City staff, in their discretion.

4. Preliminary letter of project approval or denial issued to applicant, with comments from staff.

Application:

5. Applicant selects architect, engineer, or other design consultant, and prepares conceptual plans with elevations and color samples.
6. Applicant submits conceptual plans to the Community Development Department for staff review.
7. City provides letter of approval of conceptual plans and elevations, or comments with recommended revisions. If necessary, applicant to make any changes to plans/elevations required by City staff, in their discretion.
8. If applicable, submit plans to Building & Safety for review, and obtain Building Permit as needed.

Approval / Execution of Agreement

9. Submit a minimum of two (2) bids from licensed contractors for construction of the proposed improvements, along with completed W-9 form.
10. Review Façade Maintenance Agreement and finalize/execute:
    a. Two party agreement if applicant is the property owner.
    b. Three party agreement if the applicant is not the property owner.

Construction / Disbursement of Funds

11. Construction of improvements.
12. Inspection of improvements, up to and including final approval by City staff. Take pictures of improvements.
13. Submittal of invoices for reimbursement with all backup documentation deemed necessary by City staff, in their discretion, including copies of receipts and canceled checks. NO REIMBURSEMENTS WILL BE MADE FOR CASH PAYMENTS.
14. City to process up to $15,000 in combined reimbursement grants, payable in $5,000 progress payments in accordance with the terms of the Façade Maintenance Agreement.

PLEASE NOTE: Funds are limited, and applications will be processed on a first-come first-serve basis. Only those applications meeting all program objectives will be approved. Applying for the Small Business Façade Improvement Program does not guarantee approval. All approvals will be subject to the availability of reimbursement funds. All applications are subject to approval by City staff in their sole and absolute discretion.

CITY OF BIG BEAR LAKE

SMALL BUSINESS FACADE IMPROVEMENT PROGRAM

PRELIMINARY APPLICATION

APPLICANT INFORMATION:

Name:_____ **Phone:**_____ **Fax:** _____

Mailing Address:_____

Property Owner:_____ **Owner's Address:**_____

SITE INFORMATION

Business Name:_____

Address:_____

Type of Business:_____ **Linear Footage of Frontage:**_____

PROPOSED IMPROVEMENTS

__ Facade __ Landscaping __ Signs __ Fencing __ Hardscape

Description of Proposed Improvements:

_____

_____

*** Attach a rendering, drawing, and/or photograph of the proposed improvements.**

*** Attach a color photograph of the existing facade.**

CERTIFICATION STATEMENT:

I/we acknowledge the filing of this application and certify that all above information is true and accurate.

Signature:_____ **Date:**_____

Signature:_____ **Date:**_____

NOTARIZED LETTER OF PROPERTY OWNER APPROVAL

If the applicant is not the owner of the property involved, a notarized letter of approval, having a form and content approved by City staff in their discretion, is required for submission with the application form. It is important that the property address or Assessor's Parcel Number accompanies each property owner's authorization.

Date:_____

Kelly Tinker - Economic Development Manager
City of Big Bear Lake
39707 Big Bear Boulevard
Big Bear Lake, CA 92315

Subject:
Letter of approval from _____
Property owner for _____
Application submitted by_____

Dear Mr. Tinker:

I (we),_____, property owner(s) of _____do authorize _____ to submit an application for _____, of which my property is a part thereof.

Property Owner (signature)_____

Property Owner (signature)_____

STATE OF CALIFORNIA }
COUNTY OF SAN BERNARDINO }

On _____, before me, _____, a Notary Public for the State of California, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Property Owner (signature)_____

This area for official notarial seal

City of Big Bear Lake
Small Business Façade Improvement Program

FINAL APPLICATION

This application must be completed in full. If you need assistance with the application or have questions, please call the Economic Development Division (909) 866-5831, ext. 160. Applications will be processed in the order in which they are received.

(Please Print Clearly)

Applicant's Name:_____

Name of Business (where work is to be done):_____

Address: _____

Assessor's Parcel Number(s) on County tax bill:_____

Width of frontage of Building in feet:_____

Business Phone Number_____

Fax Number_____

Home Phone Number_____

Property Owner Name: _____

Contact Person & Title: _____

Address: _____

Business Phone Number_____

Fax Number_____

Home Phone Number_____

***If the applicant is not the owner of the property involved, a certification by the property owner, in the form of a "Notarized Letter of Approval," is required (see reverse side).

Estimated Project Costs		
Construction	Façade	
	Landscaping	
	Fencing	
	Lighting	
	Signage	
Design Fees	Architectural	
	Engineering	
Other	(Please Describe)	
Subtotal		
Contingency (10%)		
	TOTAL	

**These figures represent project estimates, please attach an itemized list of all construction elements and associated costs as submitted by your contractor.*

Accompanying this application, please submit a color photograph of the existing facade and three (3) sets of conceptual plans describing specifically the type of improvements/renovations, window types, colors and materials, types of signs and lettering proposed, etc. Please indicate the business name and address on all sheets submitted for review.

A Facade Maintenance Agreement and License must be executed by the applicant and the City outlining the terms of the reimbursement upon City approval of plans and demonstration that the individual(s) selected to perform the work has a state approved contractor's license (when required) and Workers' Compensation insurance. The Façade Improvement Program does not cover any work performed prior to approval.

_____ _____

Signature of Applicant Date

CITY OF BIG BEAR LAKE
FAÇADE MAINTENANCE AGREEMENT

THIS FAÇADE MAINTENANCE AGREEMENT (the "Agreement") is entered into on _____, 202_ by and between the City of Big Bear Lake, a charter city of the State of California ("City") and _____ ("hereinafter "Tenant") and _____ (hereinafter "Owner").

RECITALS

The following recitals are a substantive part of this Agreement:

WHEREAS, the City, the Tenant and the Owner acknowledge that the City is a Charter City, and the City Council shall have the power to make and enforce all laws and regulations with respect to all municipal affairs, subject only to such restrictions and limitations as provided within the City Charter and in the Constitution of the State of California; and

WHEREAS, the City adopted the Beautify Big Bear Lake initiative in April of 2023, establishing a citywide beautification campaign to address deferred property maintenance issues and general blight in commercial properties along Big Bear Boulevard and the Moonridge Corridor (hereinafter the "Project Area"); and

WHEREAS, in support of the adopted Beautify Big Bear Lake initiative, and to help eliminate blight and revitalize the substandard physical and economic conditions that exist within the Project Area, the City Council authorized the development of a grant program to assist small business and commercial property owners and tenants in the funding of beautification efforts; and

WHEREAS, the City created the Big Bear Lake Small Business Façade Improvement Program ("Program"), establishing two grant options, a $5,000 Reimbursement Grant and a $10,000 Matching Reimbursement Grant, intended to incentivize small business and commercial building owners to reinvest in their properties by improving and upgrading their building facades and replacing outdated or damaged business signage within the Project Area; and

WHEREAS, the Owner is the owner of certain real property located _____within the Project Area, having an address of or described as Assessor's Parcel Numbers _____, (hereinafter the "Property") as shown on Exhibit "A", attached hereto and incorporated herein by this reference; and,

WHEREAS, the City and Owner/Tenant desire to complete a facade rehabilitation or improvement of the exterior of the building(s) located on the Property, which improvements are described in Exhibit "B" attached hereto and incorporated herein by this reference (hereinafter the "Improvements"); and,

WHEREAS, the Owner/Tenant is willing to make such Improvements and to convey to the City the license to enter to inspect or for maintenance of the exterior surfaces of the building(s) located on the Property, which license shall be substantially in the form of the Facade Maintenance Agreement and License to Enter (hereinafter the "License") attached hereto as Exhibit "C"; and,

WHEREAS, the purpose of this Agreement is to effectuate the Small Business Façade Improvement Program for the Project Area by providing for the Improvements to the Property in accordance with the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the City and the Owner/Tenant hereby agree as follows:

Section 1. Improvement of the Property.

A. The Owner/Tenant agrees to undertake and maintain the Improvements to the building(s) on the Property and convey to the City the License to Enter referred to in Section 2H hereof. In consideration thereof, the City agrees to pay the Owner (or Tenant), in accordance with the terms and conditions of this Agreement as applicable to one (1) of the two (2) Reimbursement Grant Options as follows:
   - Reimbursement Grant Option 1: An amount up to, but not exceeding, Five Thousand Dollars ($5,000.00) per business for any Eligible Improvements under the Agreement (Reimbursement Amount – Option 1).
   - Reimbursement Grant Option 2: An amount equal to fifty percent (50%) of the Owner's/Tenant's actual costs for the Improvements as approved by City staff, up to, but not exceeding, the sum of Ten Thousand Dollars ($10,000.00) per business for any Eligible Improvements (Reimbursement Amount – Option 2).
   - Reimbursement Grant Options 1 and 2 can be combined for a maximum Reimbursement Amount of up to (Fifteen Thousand Dollars) $15,000.00, of which the Owner/Tenant would only be required to provide fund matching for up to Ten Thousand Dollars ($10,000) of the actual costs for the Improvements.

   The parties acknowledge that the Reimbursement Amounts represent only part of the cost of the work constituting the Improvements, and that the Owner/Tenant shall have the obligation to pay for the remainder of the cost of constructing the Improvements. All construction shall be in accordance with the description thereof and specifications set forth on Exhibit "B".

Section 2. Owner's/Tenant's Responsibility.

A. The Owner/Tenant shall provide the City with copies of all plans and specifications to be utilized in connection with construction of the Improvements and as to the kind and quality of materials and equipment to be used by the Owner/Tenant. All such plans and specifications are subject to approval by City staff as qualifying for this Program, in their discretion.
B. The Owner/Tenant shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all aspects of construction of the Improvements. The Owner/Tenant shall furnish efficient business administration and superintendence of the construction of the improvements and shall cause an adequate number and amount of subcontractors, workmen and materials to be furnished and shall cause the work to be performed in the best and most expeditious and economical manner.
C. The Owner/Tenant shall commence implementation of the Improvements as soon as possible following the date of execution of this Agreement (hereinafter the "Commencement Date"), and shall complete the construction of the improvements within twelve (12) months of the Commencement Date (hereinafter the "Completion Date").
D. The Owner/Tenant shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, utilities and other facilities and services. The Owner/Tenant shall use materials and equipment of good quality and new unless otherwise required or permitted.
E. Before commencement of construction or development of the Improvements upon the Property, the Owner/Tenant shall, at its own expense, secure or cause to be secured any and all permits which may be required by the City any other governmental agencies affected by such construction, development, or work. It is understood that the Owner's/Tenant's obligation is to pay all necessary fees and submit all necessary plans and documents to obtain a building permit to the City on a timely basis. The Owner/Tenant shall comply with

and give notices required by all laws, ordinances, rules, regulations, and lawful orders of public authorities having jurisdiction over construction of the Improvements.

F. The Owner/Tenant shall promptly correct work rejected by the City, in the discretion of City staff, as failing to conform to the requirements of Exhibit "B" whether observed before or after completion of the work, and shall correct any construction defects found by City staff within a period of one year from the date the City pays the Reimbursement Amount to owner/tenant, in accordance with the requirements of Exhibit "B." Nothing contained herein shall be construed to establish a period of limitation with respect to other obligations of which the Owner/Tenant might have under this Agreement.
G. The Owner/Tenant shall clean the entire Property to eliminate any and all items such as debris, rubbish and weeds, which contribute to blighting conditions within the Project Area.
H. The Owner/Tenant shall convey to the City a License in the form attached hereto as Exhibit "C" and incorporated herein by this reference. The License shall be recorded and is for the purpose of ensuring the ongoing maintenance of the Improvements on the exterior portions of the building(s) on the Property for the term of the Agreement.

Section 3. The City's Responsibility

A. The City shall pay the Owner or Tenant the Reimbursement Amount upon receipt of copies of invoices and canceled checks showing payment for construction of the Improvements by Owner or Tenant, all as deemed sufficient by City staff in their discretion.. The City shall make periodic reimbursement payments in accordance with the percentage of completion of the Improvements up to an amount of $5,000 per business. **No reimbursement shall be made for cash payments made by the Owner or Tenant to contractors.**

   The final payment of $5,000 per business shall be made when all of the following conditions have been satisfied: (a) construction of the Improvements is finally completed to the satisfaction of the City or its duly authorized representatives, (b) Owner or Tenant has provided copies of invoices and canceled checks showing payment in full for construction of the Improvements, and (c) the License substantially in the form attached to this Agreement as Exhibit "C" has been executed in full and delivered by the Owner/Tenant.

B. Payment of the Reimbursement Amount may be withheld by the City on account of (i) defective construction; (ii) failure of the Owners/Tenants to make payments properly to subcontractors or for labor, materials or equipment, (iii) evidence that the Improvements were not completed within the time period required for completion; or (iv) failure to carry out construction as required herein and as specified in Exhibit "B".

Section 4. Time of Essence.

Time is of the essence in this Agreement. By executing this Agreement, the Owner/Tenant acknowledges and agrees that the time limits prescribed herein for constructing the Improvements are reasonable.

Section 5. Maintenance.

The Owner/Tenant agrees to maintain the Improvements in a first-class condition at his/her sole expense for a period of five (5) years. In the event that the Owner/Tenant fails to maintain the Improvements, upon thirty (30) days written notice, the City may cause any maintenance or repair work to be performed at the Owner's/Tenant's expense. In the event that the Owner sells the Property prior to the completion of the five-year period, the Owner must comply with the provisions of Section 6 hereof.

Section 6. Sale of Property.

If the Owner sells the Property prior to the termination date of this Agreement, the Maintenance Agreement and License will be binding or the Owner' successors and assigns, and the Owner must obtain an agreement to fulfill the remaining terms of this Agreement from the purchaser of the Property. If the Owner fails to obtain such agreement, the Owner must repay the Reimbursement Amount to the City as follows:

1) If the Owner sells the property within two (2) years of execution of this Agreement, 80% of the Reimbursement Amount will become due to the City immediately upon sale of the Property.

2) If the Owner sells the property between two (2) and three (3) years of execution of this Agreement, 60% of the Reimbursement Amount will become due to the City immediately upon sale of the Property.

3) If the Owner sells the property between three (3) and four (4) years of execution of this Agreement, 40% of the Reimbursement Amount will become due to the City immediately upon sale of the Property.

4) If the Owner sells the property between four (4) and five (5) years of execution of this Agreement, 20% of the Reimbursement Amount will become due to the City immediately upon sale of the Property.

Section 7. Bodily Injury and Property Damage Insurance.

The Owner/Tenant shall defend (with City approved counsel), assume all responsibility for, and hold the City, its officials, officers and employees, harmless from all claims or suits for, and damages to, property and injuries to persons, including accidental death (including attorneys' fees and costs), which may be caused by any of the Owner/Tenant' activities under this Agreement and which are normally insurable pursuant to a comprehensive liability policy, whether such activities or performance thereof be by the Ownes/Tenant or anyone directly or indirectly employed or contracted with by the Owner/Tenant and whether such damage shall accrue or be discovered before or after termination of this Agreement. The Owner/Tenant shall obtain and maintain in effect during the course of construction of the Improvements, until accepted by the City, a comprehensive liability policy in the amount of One Million Dollars ($1,000,000) combined single limit policy, as shall protect the Owner/Tenant and City from claims for such damages.

The Owner/Tenant shall furnish an endorsement naming the City and its officials, officers, employees and agents as additionally insured, and a certificate of insurance countersigned by an authorized agent of the insurance carrier on a form of the insurance carrier setting forth the general provisions of the insurance coverage. This countersigned certificate shall name the City and their respective officers, agents, and employees as additionally insured under the Policy. The certificate by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify the City of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by the Owner/Tenant shall be primary insurance and not contributing with any insurance maintained by the City, and the policy shall contain such an endorsement.

The Owner/Tenant shall also furnish or cause to be furnished to the City evidence satisfactory to the City-that any contractor with whom it has contracted for the performance of the improvements or other work on the Property or otherwise, whether or not pursuant to this Agreement, carries workers' compensation insurance as required by law.

Section 8. Rights of Access.

For the purpose of assuring compliance with this Agreement, representatives of the City shall have the right of reasonable access with prior notice to the Ownes/Tenant to portions of the Property which allow the City to inspect the construction of the Improvements during normal construction hours over the course of construction for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in constructing the Improvements, so long as they comply with all safety rules and do not unreasonably interfere with construction.

Section 9. Nondiscrimination.

The Owner/Tenant, for itself and its successors and assigns, agrees that in the construction of the Improvements provided for in this Agreement, the Owners/Tenants will not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, handicap, national origin, or ancestry.

The Owner/Tenant shall refrain from restricting the rental, sale, or lease of the Property on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, source of income, or disability of that person. All such deeds, leases, or contracts shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

1. In leases, The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

   > "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, source of income, or disability in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, 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, sublessees, subtenants or vendees in the premises herein leased."

2. In contracts: "There shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, source of income, or disability in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, 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 of the premises."

The foregoing covenants against discrimination or segregation shall continue in effect for the duration of this Agreement.

Section 10. No City Partnership.

None of the terms or provisions hereof shall be deemed to create a partnership between or among the parties hereto, nor shall it cause them to be considered joint ventures or members of any joint enterprise.

Section 11. Successors and Recordation of Agreement.

All terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by or against the parties hereto and their respective legal representatives, successors, and assigns. The Owner agrees that this Agreement shall be promptly recorded against the Property in the Office of the of San Bernardino County Recorder

Section 12. Term of Agreement.

This Agreement shall take effect on the date of its execution by the City and shall terminate five (5) years after the acceptance of the Improvements by the City.

Section 13. Local, State and Federal Laws.

The Owner/Tenant shall carry out the construction of the improvements in conformity with all applicable laws, including all applicable federal and state labor standards.

Section 14. Applicable Law; Interpretation.

The laws of the State of California shall govern the interpretation and enforcement of this Agreement. Any legal action concerning this Agreement must be instituted in San Bernardino County.

Section 15. Severability.

Invalidation of any covenant, condition, or restriction, or of any other provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

Section 16. Indemnity.

The Owner/Tenant shall indemnify, defend (with City approved counsel), and hold harmless the City, and its officers and employees, from and against all claims, damages, losses, and expenses, including (but not limited to) attorneys' fees, arising out of or resulting from construction of the Improvements, or which may arise out of any of the matters contemplated by this Agreement, regardless of whether or not such claim, damage, loss or expense is caused in part by the City (except that such indemnification shall not extend to any gross negligence or willful misconduct of the City). In claims against the City by any employee or subcontractor of the Owner/Tenant, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Owners/Tenants under workers' compensation act, disability benefits, or other employee benefits acts.

Section 17. Entire Agreement.

This Agreement contains the entire agreement of the parties hereto as to the rights herein granted and the obligations herein assumed and supersedes all prior negotiations among the Parties. No oral representation, whether preceding or following the execution of this Agreement, which purports to alter the terms hereof shall be of any force or effect. No written modification of this Agreement shall be of any force or effect until signed by the party to be charged.

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

City of Big Bear Lake

By:_____
Kelly Tinker
Economic Development Manager

Property Owner(s)

By:_____

Name: _____

Exhibit "A"

PROPERTY LOCATION AND APN

APN:

LEGAL DESCRIPTION:

Exhibit "B"

ELIGIBLE IMPROVEMENTS LIST

Exhibit "C"

FAÇADE MAINTENANCE AGREEMENT AND GRANT OF LICENSE TO ENTER ("AGREEMENT")

Dated as of _____
By and Between **The City Big Bear Lake,** a municipal corporation, and _____, Owner of Business, and _____, Property Owner.

FOR A VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the undersigned ("Grantor") hereby agrees to maintain certain facade Improvements and grants to the City of Big Bear Lake, a municipal corporation ("Grantee"), its successors and assigns, the License to enter Grantor's property on Assessor's Parcel Number(s) _____ located at _____, Big Bear Lake, California (hereinafter the "Real Property"), and to perform remedial work and lien the Real Property if the maintenance is not provided by the Grantor.

Grantor further grants to Grantee the License to enter the Real Property for the sole purposes set forth in this document and for no other purpose, subject to Grantee's compliance with the terms of this document.

IN FURTHER CONSIDERATION OF THE FOREGOING, Grantor agrees as follows:

Section 1. Maintenance of the Facade Improvements.
Grantor, on behalf of itself and its assigns in the Real Property or any part thereof, hereby covenants to, and shall protect, maintain and preserve the architectural style and treatment of the facade of the improvements located on the Real Property. Grantor, on behalf of itself and its assigns in interest to the Real Property or any part thereof, hereby further covenants not to, and shall not, make any substantial alteration or modification to the architectural style and treatment of the facade, of such improvements without the prior written approval of Grantee and shall maintain the Real Property in a neat, clean, orderly, and safe condition, and shall be responsible for any damage done in or to the Real Property or for any loss, claim, or liability caused by Grantor or its employees, agents, or contractors.

Section 2. Grant of License to Enter.
In addition to other remedies which Grantee may have to enforce the covenants and agreements set forth above in Section 1, Grantor hereby grants to Grantee the right of ingress and egress over and across the Real Property insofar as such ingress and egress is necessary to protect, maintain and preserve such architectural style and treatment of the facade of the improvements in the event that grantor (or its assigns) shall cease or fail to protect, maintain, and preserve such architectural style and treatment of such facade. Pursuant to such grant, Grantee, its agents, employees and representatives, shall be permitted (but are not required) to enter upon the Real Property and perform all such acts and work necessary to protect, maintain, and preserve such architectural style and treatment of such facade, and to attach a lien on the Real Property, or to assess the real Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and reservation by Grantee arising from the enforcement of the covenants set forth in Section 1 hereof. Grantor shall pay to grantee all amounts owed for maintenance or repairs which Grantee has performed within ten (10) days of being presented with an invoice with respect to such amount; any such amounts that are not paid within ten (10) days of delivery of an invoice with respect thereto shall bear interest at a rate of interest equal to twelve percent (12%) per annum or the highest amount permitted by applicable law, whichever is lower. Grantee shall not exercise the right-of-entry provided herein without prior notice and a

reasonable opportunity given to Grantor (or to its successors or assigns or its successors in interest to the Real Property) to comply with its covenants in Section 1 hereof;

30 days' notice shall be deemed to constitute reasonable notice and a reasonable opportunity for Grantor to comply with its covenantal obligations.

Section 3. Use Covenant.
Grantor covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Real Property or any part thereof, that Grantor, such successors and such assignees, shall devote the Real Property to the uses specified in the City's Facade Improvement Program and in this License, whichever is most restrictive, for the periods of time specified therein.

Section 4. Indemnity.
Grantor shall indemnify, defend (with counsel acceptable to Grantee), and hold harmless Grantee, and their respective officers, agents and employees from and against any loss, liability, claim, or judgment relating in any manner to the Real Property. Grantor shall remain fully obligated for the payment of property taxes and assessments in connection with the Real Property; there shall be no reduction in taxes nor any transfer of responsibility to Grantee to make such payments by virtue of this Agreement and License.

Section 5. Duration of Covenants.
The covenants and agreements established herein shall, without regard to technical classification and designation, be binding on Grantor, and its successors and assigns, for the benefit of and in favor of Grantee, its successor and assigns. The covenants and agreements pertaining to the architectural style and treatment of the facade of the improvements located on the Real Property contained in Sections 1 and 2 hereof, and the covenants contained in Sections 3 and 5 hereof, shall remain in effect until five years (5) from notice of acceptance; provided, however, that the covenants and agreements contained in Sections 1, 2, 3 and 5 hereof shall terminate upon the payment by Grantor (or any successor to the Grantor) an amount equal to "Reimbursement Amount" paid by Grantee to Grantors pursuant to that certain Facade Maintenance Agreement and License entered into by and between Grantee and Grantors.

Section 6. Recordation of Agreement.
The Grantor and the Grantee agree that this Agreement shall promptly be recorded against the Real Property in the Office of the San Bernardino County Recorder.

EXECUTED this _____day of_____ , 20____.

By:_____

Grantor, _____, Property owner

By:_____

Grantor,_____, Business Owner