

**TAX REBATE GRANT AGREEMENT  
BETWEEN THE VILLAGE OF GRAYSLAKE AND  
[\_\_\_\_\_]**

This **TAX REBATE GRANT AGREEMENT** ("**Agreement**") is entered into as of \_\_\_\_\_, 20\_\_ ("**Effective Date**"), between the **VILLAGE OF GRAYSLAKE**, an Illinois municipal corporation ("**Village**"), with offices at 10 South Seymour Avenue, Grayslake, IL 60030, and [\_\_\_\_\_], ("**Grantee**"), with offices at [\_\_\_\_\_] ("**Property**").

**IN CONSIDERATION OF**, and in reliance upon, the recitals and the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and the Grantee (collectively, the "**Parties**") mutually agree as follows:

**SECTION 1. RECITALS.**

**A.** The Grantee represents that it is a private business desiring to undertake certain façade, accessibility, and/or sustainability improvements ("**Improvements**") to its Property, which Improvements are more specifically described in Grantee's Tax Rebate Grant Application attached hereto as Exhibit A (the "**Grant Request**").

**B.** The Village desires to encourage the Grantee to undertake the Grant Activities (as hereinafter defined) by providing economic development incentives in the form of a tax rebate grant to the Grantee, subject to the terms and conditions set forth in this Agreement.

**C.** The Parties desire to enter into this Agreement to set out their respective understandings and responsibilities with respect to the incentives for the Grant Activities.

**SECTION 2. RULES OF CONSTRUCTION.**

**A.** Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

**SECTION 3. DISBURSEMENT OF TAX REBATE GRANT FUNDS.**

**A.** Tax Rebate Grant Request. The Grantee has submitted to the Village a Grant Request for the purpose of encouraging the Grantee to undertake and perform (or cause the undertaking and performance) activities to complete the Improvements described in the Grant Request ("**Grant Activities**").

**B.** Tax Rebate Grant by Village. Subject to the terms and conditions of this Agreement, the Village agrees to issue a tax rebate grant (the "**Grant**") to Grantee after completion of the Grant Activities; the Grant shall be in an amount to be determined in accordance with Section 4, below.

**SECTION 4. TAX REBATE GRANT CONDITIONS.**

The Grantee acknowledges that its receipt of the Grant is subject to and conditioned upon the Grantee complying with all terms and conditions of this Agreement. The conditions in this Section, if not satisfied, may be grounds for the Village's refusal to issue the Grant.

**A.** Grantee Requirements. The Grantee acknowledges the following requirements to be eligible for a Grant under this Agreement:

1. The Grantee is a privately held business that is currently operating and maintaining real property within the Village.
2. The Grantee shall obtain and continue to hold a current Village business license in accordance with Chapter 5.04 of the Village Code on the date of the issuance of the grant.
3. The Grantee is currently in compliance with all applicable Village ordinances and regulations. The Grantee shall remain in compliance with all applicable Village ordinances and regulations during the Term of this Agreement.
4. The Grantee shall undertake the Grant Activities in strict compliance with the Village Code, including all applicable Village zoning regulations, building codes, and other ordinances, as well as all other applicable federal, state, and local laws, rules, permits, approvals, ordinances, and regulations, as may be amended from time to time, as well as the terms and provisions of this Agreement
5. The Grantee shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Grantee's performance of, or failure to perform, its obligations under this Agreement.
6. The Grantee agrees to pay all costs (including all applicable taxes and permit, license, or other fees) necessary to complete the Grant Activities in accordance with this Agreement. The Grantee is solely responsible for obtaining and paying for any and all required permits and approvals that are necessary for the Grant Activities.

For purposes of this Agreement, the "**Completion Date**" shall be the date that Grantee receives written acknowledgement from the Village that all Grant Activities have been completed in accordance with the terms and provisions of this Agreement and all applicable Village ordinances and regulations.

**B. Improvement Requirements.** For purposes of this Agreement, expenditures reasonably incurred by the Grantee in completing the Grant Activities on the Property for the Improvements, shall be "**Qualifying Costs.**" All Improvements must comply with the applicable requirements as set forth below to be included within the Qualifying Costs, as reasonable determined by the Village:

1. Any and all qualifying external appearance Improvements ("**Façade Improvements**") to the Property must comply with or be undertaken in furtherance of the Village's Building Façade Architectural Design Standards, as defined in Chapter 15.48 of the Village Code, in a manner that is acceptable to the Village.
2. Any and all qualifying Improvements undertaken to enhance access to the Property ("**Accessibility Improvements**") must comply with the Americans with Disabilities Act, codified at 42 U.S.C. § 12101 *et seq.*, and the Illinois Environmental Barriers Act, 410 ILCS 25/1 *et seq.*, as well as any applicable state or local accessibility laws or regulations.
3. ("**Sustainability Improvements**") that are approved in advance by the Village. Any and all qualifying Improvements undertaken to achieve either:
  - a. Reduction of energy usage at the Property;

- b. The utilizations of alternative or sustainable energy sources at the Property;
- c. The reduction of emissions at the Property; or
- d. Any similar sustainable energy enhancements to the Property

**C. Tax Rebate Grant Calculation.** If the Grantee complies with the terms and conditions of this Agreement, and unless the Grantee qualifies for Sustainable Business Enhancement as defined below, any and all Grants issued by the Village in accordance with this Agreement will be for an amount equal to fifty percent (50%) of the Qualifying Costs, however said amount shall not exceed \$5,000.00. Within 30 days after the Completion Date, the Grantee must submit copies of all applicable paid bills or invoices associated with the Qualifying Costs for the Village's approval, as well as a copy of the most recent paid real estate tax bill for the Property, before the Grant will be issued.

**D. Sustainable Business Enhancement.** If the Grantee has been officially designated by the Village as a Grayslake Sustainable Business as a part of the Grayslake Sustainable Business Initiative, or the Sustainability Improvements to be undertaken by the Grantee will result in the Grantee being officially designated a Grayslake Sustainable Business, the Grantee may receive a Grant equal to 60% of the Qualifying Costs, however said amount shall not exceed \$7,500.00. Within 30 days after the Completion Date, the Grantee must submit copies of all applicable bills or invoices associated with the Qualifying Costs for the Village's approval, as well as a copy of the most recent paid real estate tax bill for the Property, before the Grant will be issued.

**E. Remittance of Grant.** The Village shall deliver the full amount of the Grant within 45 calendar days after the Completion Date.

## **SECTION 5. INDEMNIFICATION.**

The Grantee shall, and hereby agrees to, indemnify, defend, and hold harmless the Village and all of its elected and appointed officials, Board members, commissioners, employees, agents, attorneys, and representatives from and against any and all loss, cost, damage, expense, claim, liability, or fee, including reasonable attorneys' fees, arising out of or asserted as a result of: (i) the Grantee's breach of the terms of this Agreement; (ii) the undertaking of the Grant Activities; (iii) the actions or operations of the Grantee's business on the Property; and (iv) the use or condition of the Property. This indemnification obligation shall survive any termination of this Agreement.

## **SECTION 6. TERMINATION OF AGREEMENT.**

**B. Termination of Agreement.** The Village shall have the right to terminate this Agreement at any time upon 30 days written notice to the Grantee. Similarly, if the Grantee does not complete the Improvements within ninety (90) days of receiving the executed Agreement from the Village, the Agreement shall be terminated unless otherwise mutually agreed upon.

## **SECTION 7. GENERAL PROVISIONS.**

**A. Notices.** All notices required or permitted to be given under this Agreement shall be given by the Parties by (i) personal delivery, (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon, or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 9.A. The address of any Party may be changed by written notice to the other Parties. Any mailed notice shall be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier shall be deemed to have been given and received within 24 hours after deposit.



**J. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.

**K. Interpretation.** This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

**L. Amendments and Modifications.** No amendment or modification to this Agreement shall be effective unless and until it is reduced to writing and approved and executed by all Parties to this Agreement in accordance with all applicable statutory procedures.

**M. Changes in Laws.** Unless otherwise provided in this Agreement, any reference to any requirements of law shall be deemed to include any modifications of, or amendments to such requirements of law as may, from time to time, hereinafter occur.

**N. No Third-Party Beneficiaries.** No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation shall be made, or be valid, against the Village or the Grantee.

**O. Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original document and together shall constitute the same instrument.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date.

**THE VILLAGE OF GRAYSLAKE**, an Illinois municipal corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**GRANTEE:** \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibit A**

**Tax Rebate Grant Application**