



CITY OF EASTVALE
 12363 Limonite Avenue, Suite 910
 Eastvale, CA 91752
 (951) 361-0900

For City Use Only
Date Submitted: _____
Rec'd By: _____

BUSINESS INCENTIVE LOAN PROGRAM APPLICATION

BUSINESS INFORMATION

Project Address/Location:
Existing Restaurant or New Restaurant:
Assessor Parcel Number(s):
Description and Purpose of the Restaurant: <i>*For Existing Restaurants Only: Please confirm that the proposed expansion includes an expansion of the existing square footage by 50% or more, with at least half of the expansion area being "front of house" to increase capacity for dine-in customers, and share how the proposed expansion satisfies one of the four requirements as listed in Section 3, Article 2(b) of the Business Incentive Loan Program Policy.</i>

CONTACT INFORMATION

****The applicant and property owner are considered jointly and severally liable for all project expenses. Please check the box indicating which address invoices should be sent to.***

<input type="checkbox"/>	<input type="checkbox"/>
Property Owner:	Applicant:
Name: _____	Name: _____
Contact: _____	Contact: _____
Address: _____	Address: _____
City, ZIP Code: _____	City, ZIP Code: _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
E-mail: _____	E-mail: _____

Check here if additional Property Owner Certifications are attached to this application.

<input type="checkbox"/>	<input type="checkbox"/>
Agent:	Other:

Name: _____
 Contact: _____
 Address: _____
 City, ZIP: _____
 Phone: _____
 Fax: _____
 E-mail: _____

Name: _____
 Contact: _____
 Address: _____
 City, ZIP: _____
 Phone: _____
 Fax: _____
 E-mail: _____

Agreement and Representations of Applicant and Property Owner

This application is not complete, and processing of this application will not begin, until all initials and signatures are provided:

1) Applicant(s) acknowledge and agree that by making this application, that in the performance of their functions, City staff and its consultants may enter upon the subject property and make examinations and surveys, provided that the entries, examinations and surveys do not unreasonably interfere with the use of the land by those persons lawfully entitled to the possession thereof. _____(Initial)

2) Applicant(s) certify under penalty of perjury that I am the legal owner(s) (all individual owners must sign as they appear on the deed to the land), Corporate Officer(s) empowered to sign for the corporation, Owner's Legal Agent having power of Attorney (a notarized Power of Attorney document must accompany this application), or the owner's authorized representative (include a notarized consent form from the owner). _____(Initial)

3) Applicant(s) acknowledge and agree that I/we have included all of the required items and understand that missing items may result in delaying the processing of my application. I further acknowledge and agree that by signing this document I accept the posting of public notices regarding the proposed project at the project site, and agree to pay all related costs. _____(Initial)

4) Applicant(s) agree to defend, indemnify and hold harmless the City of Eastvale ("City") and its agents, officers, consultants, independent contractors and employees ("City's Agents") from any and all claims, actions or proceedings against the City or the City's Agents to attack, set aside, void, or annul an approval by the City, or the City's Agents concerning the Project (collectively "Claim"). The City shall promptly notify the Applicant of any Claim and the City shall cooperate fully in the defense. If the City fails to promptly notify the Applicant of any Claim or if the City fails to cooperate fully in the defense, the Applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Nothing in this paragraph shall obligate the City to defend any Claim and the City shall not be required to pay or perform any settlement arising from any such Claim not defended by the City, unless the settlement is approved in writing by the City. Nothing contained in this paragraph shall prohibit the City from independently defending any Claim, and if the City does decide to independently defend a Claim, the City shall bear its own attorney's fees, expenses of litigation and costs for that independent defense. The Applicant may agree to reimburse the City for attorney's fees, expenses of litigation and costs for that independent defense. Should the City decide to independently defend any Claim, the Applicant(s) shall not be required to pay or perform any settlement arising from any such Claim unless the settlement is approved by the Applicant. _____(Initial)

5) Applicant(s) acknowledges and agrees that this application sets forth all covenants, promises, conditions and understandings between the parties regarding the advance of Funds and the uses thereof, and there are no promises, conditions or understandings either oral or in writing between the parties other than as set forth herein. No contemporary or subsequent alteration, amendment, change or addition to this application form shall be binding upon the City unless reduced to writing and signed by the City Manager or his/her designee. No course of conduct shall be binding upon the

City and waiver of one or more provisions or violations shall not be construed as a course of conduct to be relied upon and may not be the basis for any expectation of future waiver or estoppel. _____(Initial)

6) No employee, agent, independent contractor or other representative of the City, other than the City Manager or the City Council, has the authority to alter the terms or effect of this application and Applicant(s) acknowledge and agree that it/they have not relied upon any promises, representations, conditions or understandings other than those set forth in this application. _____(Initial)

7) This Application shall be a public record. _____(Initial)

8) This Application is made under, and shall in all respects be interpreted, enforced, and governed by, the laws of the State of California. In the event of a dispute concerning the terms of this Application, the venue for any legal action shall be with the appropriate court in the County of Sacramento, State of California. Should legal proceedings of any type arise out of this Agreement, the prevailing party shall be entitled to costs, attorney’s fees, and legal expenses, including but not limited to expert fees and costs. _____(Initial)

IT IS SO AGREED:

Applicant Signature

Date

Property Owner Signature

Date

Attach additional signatures on a separate sheet.