



Merchant Grant Agreement

Based on the mutual promises and consideration herein, the Applicant/Merchant (“Merchant”) and the Town of Davidson (“Town”), agree as follows:

1. Explanation of Advertising Program

The Town of Davidson has approved an amount of five thousand dollars (\$7,500) for the fiscal year beginning July 1, 2023, as grant funds (“funds”) to subsidize local merchant advertising. Local merchants include businesses located within the town limits of the Town of Davidson. The funds are set aside for this specific purpose and the program is known as the Town of Davidson Merchant Grant Program. The funds, divided equally in an amount of \$1,875 per quarter will be available beginning July 1, 2023 on a first-come-first serve basis. **Participation in the grant program and subsequent reimbursement requires that all program rules are adhered to.**

2. Covenant as to Advertisements

Each participating Merchant agrees that their respective advertising efforts provided for herein shall at all times comply with all applicable laws, rules and regulations and will not contain any material which is obscene, threatening, fraudulent, harassing, discriminatory, libelous, infringes on third party intellectual property rights or is otherwise illegal. Merchant agrees that it will review the ad, prior to publication, for accuracy and that the Merchant is solely responsible for the contents of the ad.

3. Town Logo

The Merchant agrees that it will use the marketing logo ad template provided by the Town in any ad for which it seeks reimbursement through the merchant grant program. The Merchant agrees that the Town owns the logo and the logo may not be altered in any way except for sizing to fit the print ad. Changes, alterations or revisions to the logo will result in non-participation in the program. No adjacent ad may be run in conjunction with the Merchant’s ad in such a way as to draw any inference of a relationship with or endorsement by the Town.

4. Level of Reimbursement

All upfront costs for placing advertisements must be pre-paid by the Merchant. The Town will refund the Merchant fifty (50) percent of the Merchant’s advertising expenses incurred during the months of July 2023 through June 2024. Before running the ad, the merchant should email the Town at kfleming@townofdavidson.org to determine whether reimbursement funds are still available. Regardless of the number of ads submitted, the Merchant will be limited to a maximum reimbursement of \$300 per quarter. An amount of \$1,875 will be allocated per quarter to the grant fund. Funds that are not used during a particular quarter will roll over to the next quarter.

5. Reimbursement Procedure

Before the ad runs, return this signed agreement and a copy of the proposed ad to the Town. The Town may not allow use of the logo if the ad contains material or images which, as solely determined by the Town, do not promote the Town’s values and vision. Following the ad placement, the Merchant must send a completed claim form along with a copy of the ad. If the ad ran on the web, send the Town a printed copy of the web ad. The Town also needs a copy of the bill for advertising. Claims must be submitted within ten (10) days of the day the ad is published. Claims should be submitted to:

The Town of Davidson
Kim Fleming, Economic Development Director
P.O. Box 579
Davidson, NC 28036
kfleming@townofdavidson.org

Reimbursement of approved advertising will be within fourteen (14) days of the Town’s receipt of the required paperwork.

6. Liability

The Merchant agrees to hold the Town harmless from injury, direct or otherwise, resulting from Merchant’s misuse of the logo.

7. Governing Law

This Agreement shall be governed by and construed under the laws of the State of North Carolina.

8. Non-assignability

The Merchant may not assign any of its rights under this Agreement to any third party without the express written permission of the Town.

9. Amendments, Changes, and Modifications

This Agreement may not be amended, changed, or modified except by written agreement of the parties.

10. Entire Agreement

This Agreement constitutes the entire Agreement between the parties pertaining to the co-op advertising program.

Agreed and accepted by Merchant:

Agreed and accepted by Town:

Authorized Signature

Economic Development Director

Name of Business

Date

Date