

**GRANT AGREEMENT
BY AND BETWEEN
BUSINESS NAME
AND
DULUTH ECONOMIC DEVELOPMENT AUTHORITY**

THIS GRANT AGREEMENT (“Agreement”), effective as of _____, 2026 (the “Effective Date”), by and between the DULUTH ECONOMIC DEVELOPMENT AUTHORITY, an economic development authority under Minnesota Statutes Chapter 469, (“DEDA”), and _____, under the laws of the State of Minnesota (“Grantee”).

WHEREAS, Grantee is seeking funds through the DEDA Growth Grants Program, a program to provide grant assistance to businesses with a valid lease agreement and building owners located on First Street between Fourth Avenue East and Fourth Avenue West or; Grand Avenue between 59th Avenue West to North Central Avenue or; North Central Avenue between Grand Avenue to I-35 in the city of Duluth (“City”) for the purposes of enhancing the corridor’s presence through improvements and activities.

WHEREAS, Grantee was approved by DEDA based on the quality of their application, and their capability in meeting key city priorities.

WHEREAS, DEDA is willing to grant an amount up to \$ _____ from the Growth Grants program to Grantee (the “Grant”) under the terms and conditions hereinafter set forth;

NOW, THEREFORE, , in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

I. Grant

1. Generally

Grantee agrees that all grant proceeds shall be used by Grantee only in conformance with the terms and conditions in this Agreement.

2. Amount of Grant

DEDA hereby agrees to grant to Grantee the amount of up to \$ _____.

3. Use of Grant Proceeds

Grantee agrees all grant proceeds shall be used by Grantee to improve and enhance their street presence as defined in the Program Guidelines, attached hereto and made a part hereof as Exhibit A. All grants shall be made in conformance with the Program Guidelines.

4. Grant Payment

Prior to receiving payment of the grant, Grantee must submit to DEDA valid proof of the purchase of services by the Grantee in conformance with eligible uses.

5. Final Date for Disbursement Requests

All requests for disbursements from the Grant must be received by DEDA from the Grantee on or before December 1, 2026. DEDA is not responsible for payments on disbursement requests received after December 1, 2026.

6. Grant Report

Within fourteen (14) days following the disbursement of Grant payments by DEDA to Grantee, Grantee shall provide a written report using the First Street Growth Grant Funding Disbursement Report form attached hereto and made a part hereof as Exhibit B, to DEDA, identifying Grantee's use of grant funds.

7. Photo Release

Grantee grants permission to DEDA to use the name and likeness of Grantee, Grantee's business premises, and related parties, through photographs, electronic images, audio, and videos of Grantee, Grantee's business premises, and related parties of Grantee ("Permitted Media"). This permission is limited to purposes related to DEDA's mission and to the Grant received by Grantee ("Media Purposes"). This permission allows DEDA to use the Permitted Media for the Media Purposes in any publications, presentations, website, or electronic media without restriction and without compensation. Grantee understands and agrees that the Permitted Media may be publicly distributed or displayed in connection with the Media Purposes, including sharing with media outlets.

II. General Terms and Conditions

1. Amendments

Any alterations, variations, modifications, or waivers of terms of this Agreement shall be binding upon DEDA and Grantee only when written and signed by a duly authorized representative of each party.

2. Assignment

Grantee may not assign, transfer, or subcontract any rights or obligations under this Agreement without prior written consent of the DEDA Executive Director.

3. Data and Confidentiality, Records and Inspection
- a. Grantee must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by DEDA under this contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Grantee under this contract. Grantee agrees to hold DEDA, its officers, and employees harmless from any claims resulting from Grantee's failure to comply with this law. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this clause by Grantee. If Grantee receives a request to release the data referred to in this clause, Grantee must immediately notify DEDA and consult with DEDA as to how Grantee should respond to the request. Grantee's response to the request must comply with applicable law.
 - b. Records shall be maintained by Grantee in accordance with requirements prescribed by DEDA and Generally Accepted Accounting Principles and with respect to all matters covered by this Agreement. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Agreement.
 - c. Grantee will ensure that all costs shall be supported by properly executed invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
 - d. Grantee shall be responsible for furnishing to DEDA records, data and information as DEDA may require pertaining to matters covered by this Agreement.
 - e. Grantee shall ensure that at any time during normal business hours and as often as DEDA may deem necessary, there shall be made available to DEDA for examination, all of its records with respect to all matters covered by this Agreement. Grantee will also permit DEDA to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

4. Grantee Representation and Warranties

Grantee represents and warrants that:

- a. Grantee and all personnel provided by it hereunder shall perform their respective duties in a professional and diligent manner in the best interests of DEDA and in accordance with the then current generally accepted standards of the profession for the provisions of services of this type.
- b. The execution and delivery of this Agreement and the consummation of the transactions herein contemplated do not and will not conflict with, or constitute a breach of or a default under, any agreement to which the Grantee is a party or by which it is bound, or result in the creation or imposition of any lien, charge, or encumbrance of any nature upon any of the property or assets of Grantee contrary to the terms of any instrument or agreement.
- c. There is no litigation pending or to the best of Grantee's knowledge threatened against Grantee affecting its ability to carry out the terms of this Agreement or to carry out the terms and conditions of any other matter materially affecting the ability of Grantee to perform its obligations hereunder.
- d. Grantee will not, without the prior written consent of DEDA, enter into any agreement or other commitment the performance of which would constitute a breach of any of the terms, conditions, provisions, representations, warranties and/or covenants contained in this Agreement.

5. Agreement Period

This Agreement shall continue as long as necessary for Grantee to fulfill its obligations under this Agreement, unless terminated earlier as provided for herein. In the event of termination, all expenses incurred by Grantee under this Agreement shall become the responsibility of Grantee. Grantee shall refund DEDA for any unexpended DEDA funding in its possession as of the date of termination of this Agreement. In the event of termination due to breach by Grantee, DEDA shall retain all other remedies available to it.

6. Independent Contractor

- a. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of

copartners between the parties hereto or as constituting Grantee as an agent, representative or employee of DEDA for any purpose or in any manner whatsoever. The parties do not intend to create any third-party beneficiary of this Agreement. Grantee and its employees shall not be considered employees of DEDA, and any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of Grantee's employees while so engaged, and any and all claims whatsoever on behalf of Grantee's employees arising out of employment shall in no way be the responsibility of DEDA. Grantee's employees shall not be entitled to any compensation or rights or benefits of any kind whatsoever from DEDA, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Worker's Compensation, Unemployment Insurance, disability or severance pay and P.E.R.A. Further, DEDA shall in no way be responsible to defend, indemnify or save harmless Grantee from liability or judgments arising out of intentional or negligent acts or omissions of Grantee or its employees while performing the work specified by this Agreement.

- b. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement.
- c. Grantee expressly waives any right to claim any immunity provided for in Minnesota Statutes Chapter 466 or pursuant to the official immunity doctrine.

7. Insurance.

- a. Grantee shall provide and maintain in full force and effect during the life of this Agreement the following minimum amounts of insurance:
 - i. Workers compensation insurance in accordance with applicable law.

8. Indemnification.

To the fullest extent permitted by law, Service Provider shall defend, indemnify, and hold DEDA, the City of Duluth, and their employees, officers and agents harmless from and against any and all costs or expenses, claims or liabilities, including but not limited to, reasonable attorney's fees and expenses, whether asserted by itself or any third party,

including claims arising from the acts, omissions, negligence, or misconduct of Grantee or that of its agents, employees, or contractors. The obligations shall include, but not be limited to, the obligations to defend, indemnify, and hold harmless DEDA and the City of Duluth in all matters where claims of liability against DEDA or the City of Duluth are alleged to be or could be found to arise out of acts or omissions of Grantee or are passive, derivative, or vicarious of the negligent or intentional acts or omissions of Grantee arise out of or relate to the services in this Agreement or Grantee's negligent, intentional, or wrongful acts or omissions, including breach of any duty in this agreement, of Grantee. The obligations to defend, indemnify, and hold harmless shall be triggered upon the assertion of a claim for damages against DEDA or the City of Duluth. This Section shall survive the termination of this Agreement for any reason. Grantee shall not have the obligation to indemnify DEDA or the City of Duluth for their intentional, willful or wanton acts.

The Grantee understands this provision may affect its rights and may shift liability.

9. Defaults and Remedies

a. General Events of Default

The following shall be deemed to be general events of default by Grantee under the terms and conditions of this Agreement to which the remedies set forth in Subparagraph 2 below shall be applicable except as otherwise set forth in this Agreement.

1. Grantee shall fail to observe or perform any of the terms, conditions, covenants or agreements required to be observed or performed by it or any successor or assigns of Grantee pursuant to this Agreement and such failure shall continue for a period of fifteen (15) calendar days after DEDA has, pursuant to the provisions of this Agreement, given written notice to Grantee of such default or, in the event that such default shall be incapable of cure during said fifteen (15) day period, shall have failed to commence to cure said default within fifteen (15) days of the date of said notice and to diligently pursue the same to completion.

2. Grantee makes an assignment for the benefit of its creditors or admits in writing its inability to pay its debts as they

become due; or an adjudication of bankruptcy or insolvency is made as to Grantee or its business; or Grantee files a petition of bankruptcy or files a petition seeking any reorganization, dissolution, liquidation, or rearrangement, composition, readjustment or similarly under any present or future bankruptcy or insolvency, statute, law or regulation; or Grantee files an answer admitting to or not contesting the material allegations of a petition filed against Grantee in such proceeding or fails to have dismissed or vacated within sixty (60) days after its filing such a petition or seeks or consents or acquiesces in the appointment of any trustee, receiver or liquidator of a material part of Grantee's properties or fails to have dismissed or vacated within sixty (60) days after the appointment without the consent or acquiescence of Grantee of any trustee, receiver or liquidator of any material part of Grantee's properties.

b. General Remedies

Except as otherwise set forth in this Agreement, DEDA shall have the following remedies in the event of a default by Grantee:

1. Seek and be entitled to monetary damages from Grantee for any damages incurred by DEDA as a result of Grantee's default.
2. Recover any unexpended DEDA grant funds.
3. Seek and be entitled to injunctive or declaratory relief as is necessary to prevent Grantee's violation of the terms and conditions of this Agreement or to compel Grantee's performance of its obligations hereunder.
4. Seek such other legal or equitable relief as a court of competent jurisdiction may determine is available to DEDA.

10. Notices

Unless otherwise expressly provided herein, any notice or other communication required or given shall be in writing and shall be effective for any purpose if served, with delivery or postage costs prepaid, by nationally recognized commercial overnight delivery service or by registered or certified mail, return receipt requested, to the following addresses:

DEDA: Duluth Economic Development Authority
411 W First Street
City Hall Room 160
Duluth MN 55802
Attn: Executive Director

Grantee: Business Name
Business Address
Attn:

11. Civil Rights Assurances

Grantee, as part of the consideration under this Agreement, does hereby covenant and agree that:

- a. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation, and/or disability shall be excluded from any participation in, denied any benefits of, or otherwise subjected to discrimination with regard to the work to be done pursuant to this Agreement.
- b. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code, and any regulations and executive orders which may be affected with regard thereto.

12. Laws, Rules and Regulations

Grantee agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and the City of Duluth with respect to their respective agencies which are applicable to its activities under this Agreement.

13. Applicable Law

This Agreement, together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. Severability

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provision shall continue in full force and effect and shall be binding

upon the parties to this Agreement.

15. Entire Agreement

It is understood and agreed that the entire agreement of the parties including all exhibits is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof.

16. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date of attestation shown below.

**DULUTH ECONOMIC DEVELOPMENT
AUTHORITY**

BUSINESS NAME

By:

By:

Printed

Printed

Name: _____

Name: _____

Its: Executive Director

Its:

Date: _____

Date: _____

EXHIBIT A

DEDA GROWTH GRANTS PROGRAM GUIDELINES

PURPOSE: The goal of the Duluth Economic Development Authority's ("DEDA") Growth Grants Program (the "Program") is to support eligible applicants through grants which will provide for improvements and activities that enhance the street's appearance and encourage public engagement, such as exterior cleaning and painting, live performances, classes, seating, signage, planters, lighting, etc. for use and implementation during upcoming community events, such as First Street Friday and Spirit Valley Days.

DEDA and Boreal Waters Community Foundation have allocated up to \$20,000 to fund the Program. Applications will be accepted, reviewed, ranked and approved based on criteria to be developed by City of Duluth Planning and Economic Development Department ("PED") staff on behalf of DEDA. Approved applicants will receive the financial assistance in the form of reimbursement for eligible expenditures in accordance with program guidelines.

MINIMUM PROGRAM REQUIREMENTS: To be approved for receipt of a grant, the applicant(s) must:

- Provide evidence that they are a building owner or business with a valid lease within the boundaries of:
 - 1st Street between 4th Avenue East and 4th Avenue West in Duluth or;
 - Grand Avenue between 59th Avenue West to North Central Avenue in Duluth or;
 - North Central Avenue between Grand Avenue to I-35 in Duluth.
- Hold good standing with the Minnesota Secretary of State.

ELIGIBLE EXPENDITURES: Eligible uses of program funds may include reimbursement of expenses including but not limited to the following categories:

- Exterior cleaning – including graffiti removal
- Exterior painting
- Hosting an exercise class or other activity
- Buskers, musicians, live artists, and/or other demonstrations
- Planters, flowers, artificial turf
- Street furniture & seating
- A-frame/portable signs
- Window displays and decorative lighting
- Pet-friendly amenities like water, shade
- Outside service counter or food cart (for food service organizations only)
- Fees and/or supplies for hosting a community organization

**EXHIBIT B
GROWTH GRANTS
FUNDING DISBURSEMENT REPORT**

PROVIDER NAME: YEAR: 2026

Please complete the below report within 14 days from the completion of your project. Each response should be no more than 2 paragraphs.

1. Business name.

2. Total amount of grant fund request.

3. How did the applicant utilize the grant funds toward improving and enhancing their street presence and/or the corridor?

4. Did the applicant participate in First Street Friday or Spirit Valley Days? What were the outcomes?

5. Are there any challenges or learning opportunities you'd like to share?

6. Any additional comments about the program?

For questions, please contact astier@duluthmn.gov. Please submit the completed form to deda@duluthmn.gov.