



**October 1, 2024 – September 30, 2025**

## **BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY COMMERCIAL RENT REIMBURSEMENT GRANT PROGRAM**

### **Program Rules and Regulations**

The Commercial Rent Reimbursement Grant Program is designed to help facilitate the establishment of new businesses and aid in the expansion of existing businesses within the Boynton Beach Community Redevelopment Agency (the “BBCRA”) Area. The program is designed to provide financial assistance to new and existing businesses in the form of rent reimbursement intended to help businesses during the critical first year of operation or expansion.

The BBCRA reserves the right to approve or deny any Commercial Rent Reimbursement Grant Program application and to deny payment at any time if, in its sole and absolute discretion, it determines that the business will not advance the goals and objectives established for redevelopment of the BBCRA Area. The receipt of past payments is not a guarantee of future payments.

For purposes of this application, the term “new business” means a company in operation for less than one year or relocating to Boynton Beach. The term “existing business” means a company that has been in operation within the BBCRA Area for a minimum of two years at the time of application and has at least two years remaining on its existing lease at the time of Board approval.

The BBCRA is a public agency and is governed by the “Florida Public Records Law” under Florida State Statutes, Chapter 119. Any documents provided by the Applicant(s) may be produced by the BBCRA upon receipt of a public records request, subject to any exemptions provided by Florida Law.

Initials \_\_\_\_\_

## Incentive Funding

The Commercial Rent Reimbursement Grant Program offers financial assistance through a reimbursable grant in the form of a monthly rent reimbursement for the first 12 months of business. New businesses are eligible to apply for assistance for up to one year from the issuance of the City of Boynton Beach Business Tax Receipt.

Rent Reimbursements will not be paid until all construction has ended, permits are closed out, City and County licenses are obtained, and the business is open for operation under a Temporary Certificate of Occupancy (TCO) or a Certificate of Occupancy (CO). However, if the construction is for expansion of an existing business, and the existing business property remains open during construction of the expansion, the Applicant is eligible to receive rent reimbursement for the portion of the business that is not under construction so long as that portion remains operational during construction. For businesses that do not require any construction work, rent reimbursements will not be paid until City and County licenses are obtained and the business is open for operation.

On a monthly basis, the BBCRA will issue reimbursement directly to the applicant. Reimbursement is for the monthly rent payment made to the landlord, and is dependent upon receipt of verification that the payment has been cleared by the bank. CASH AND/OR CRYPTOCURRENCY PAYMENTS are not eligible for reimbursement.

The responsibility for all rental payments is between the parties to the lease, (the tenant and the landlord). As grantor, the BBCRA does not bear or accept any responsibility for payment of rent at any time, or for penalties incurred for the late arrival of payments by any party.

Applicants are also encouraged to connect with CareerSource Palm Beach County which is a State organization providing various free programs to assist Palm Beach County businesses. CareerSource Palm Beach County has a dedicated team of career counselors, business coaches and training providers to help area businesses stay competitive through training grants and talent acquisitions, and also provide assistance in posting available jobs, recruiting and hiring, and training opportunities. For more information regarding CareerSource Palm Beach County visit their website at [careersourcepbc.com](http://careersourcepbc.com).

Initials \_\_\_\_\_

## Eligibility Requirements

Applicants must meet all of the following requirements in order to be considered eligible to receive grant funding:

- Applicant must be a new business, or an existing business that is expanding in size.
- Applicant must be the business entity (or d/b/a) named and the principal owners named on the corporation documents, and must be the landlord or business owner of the company occupying the property to be improved.
- Must be located within the BBCRA Area (see attached map).
- Must provide proof that the business is properly licensed by all necessary levels of government and professional associations or agencies (copies of city and county licenses or receipts that the licenses have been applied for).
- Non-profit and residentially zoned properties are NOT eligible.
- The Commercial Rent Reimbursement Grant Program may only be used one time by any one specific business entity or business owner unless the existing business is expanding as defined in this grant application
- An existing business must expand to occupy more than 50% of its current square footage size or open a second location within the BBCRA Area. Verification of this threshold must be provided in the application package. Exceptions to this rule may be made at the discretion of the BBCRA Board if the tenant is losing their current space due to redevelopment of the site.
- The Applicant's Experian consumer credit report must reflect an acceptable level of financial stability, as determined in the sole discretion of the BBCRA Applicants must have an Experian credit score of 601 or higher and have no listed history of bankruptcy to be eligible. If there is more than one business owner, the majority of the business owners must have credit scores of 601 or higher to be eligible.
- Applicant must have an executed multi-year lease with at least two years remaining on the lease at the time of BBCRA Board approval.
- Proposed leases must be executed within 30 days of BBCRA Board approval or the grant award is terminated.
- Grantees shall allow the BBCRA the rights and use of photos and project application materials.
- The BBCRA Board may give preference to local businesses. For purposes of this grant, local business means a duly licensed business entity with an office location in Palm Beach County.

Initials \_\_\_\_\_

## Ineligible Businesses

The following businesses are considered ineligible for assistance under the Commercial Rent Reimbursement Grant Program:

- Firearm Sales/Shooting Range
- Religion-Affiliated Retail Stores
- Non-profit organizations
- Check Cashing Stores
- Kava Tea Bars
- Adult Entertainment
- Adult Arcades
- Alcohol and/or Drug Rehabilitation Centers/Housing
- Massage/Personal Services
- Auto Services Facilities – repair, storage, sales, etc
- CBD Retail Stores, etc.
- Convenience Store
- Churches/places of worship
- Medical Research Centers/Housing
- Tattoo Shops / Body Piercing / Body Art Shops
- Liquor Stores
- Vapor Cigarette, E Cigarette Stores
- Pawn Shops
- Political offices, campaign headquarters, or other businesses focused on politics or political operations
- Any other use that the BBCRA staff or BBCRA Board determine will not support the redevelopment of the BBCRA Area

## Grant Terms and Conditions

This grant is divided into two tiers of eligibility. Businesses are classified into tiers based on the type of business, which then determines the amount of eligible funding.

Grant funding amounts will be based on the applicant's project budget specified at the time of BBCRA Board approval.

### Tier One Business

Tier One Businesses are eligible for reimbursement for up to half (50%) of the business' base monthly rent plus half of the Common Area Maintenance fee (if applicable), or \$2,000 per month, whichever is less. The maximum amount of the grant is \$24,000, distributed in 12 monthly payments. Utilities and property taxes are ineligible for reimbursement.

Tier One Businesses must be one of the following types of businesses:

- Restaurant
- Gourmet Food Market
- Bakery/Coffee Shop
- Hotels/Motels/Bed and Breakfast (the Board will grant no more than four approvals in this category per

Initials \_\_\_\_\_

fiscal year; short term vacation rentals are not eligible)

## **Tier Two Business**

Tier Two Businesses are eligible for reimbursement for up to half (50%) of the business's base monthly rent plus half of the Common Area Maintenance fee (if applicable), or \$1,750 per month, whichever is less. The maximum amount of the grant is \$21,000, distributed in 12 monthly payments. Utilities and property taxes are ineligible for reimbursement.

Examples of Tier Two Businesses include, but are not limited to, the following types of businesses:

- Professional Offices (real estate, law, architect, accountant, insurance, marketing etc.)
- Medical Offices (dentists, primary care, counseling, etc.)
- Laundry/Dry Cleaner facility
- Retail (clothing, art, accessories)
- Fitness Centers
- Specialty Businesses (daycare, ice-cream shop, pet grooming, event planning)
- Take-Out Restaurants
- Services (lockshops, appliance repair, etc.)
- Hair/Nail Salons (no more than 2 approvals per fiscal year)
- Florists (no more than 2 approvals per fiscal year)
- Industrial Uses/Art District (excluding auto repair/sales)

## **Lease Terms**

If the applicant is a tenant, it must have a proposed or executed multi-year lease with a minimum of two years remaining on the lease at the time of Board approval. The commercial lease must define the landlord-tenant relationship and at minimum provide the following information:

- A description of the space being rented, including square footage and a drawing of the space;
- Description of utilities that are the tenant's responsibility;
- Rental rate and deposits along with terms of lease and methodology for future rent increases;
- Responsible party for interior and exterior repairs and/or improvements;
- Insurance requirements;
- Ability to terminate; and
- Consequences of default on the lease.

Initials \_\_\_\_\_

For purposes of this paragraph, the term “subject property” means the leased premises of the grant recipient, for which the applicant or grant recipient is seeking rental reimbursement, or any part thereof. Grant recipients are prohibited from subletting the subject property. If a grant recipient sublets the property, the grant recipient will be required to repay the BBCRA for all grant money received up to that point and will not be eligible to receive any further grant funding.

For purposes of this grant, the BBCRA considers the following to be subletting: A) executing a sublease, assignment, or similar agreement with an entity that is not the grant recipient; B) allowing the subject property to be occupied by any business entity in which the grant recipient is not listed as the registered agent, owner, officer or director of said business, or assisting such a business in so doing; C) allowing or assisting a business entity other than the grant recipient to list its place of business as the subject property; or D) allowing or assisting a business entity other than the grant recipient to obtain a business tax license from the City of Boynton Beach for the subject property. The fact that a business entity other than the grant recipient occupies the subject property, lists its place of business as the subject property, obtains a business tax license for the subject property, or similarly appears to use the subject property is sufficient evidence that the grant recipient has allowed or assisted such other business entity to do so and is grounds for termination of any further grant payments and seeking reimbursement for previously paid grant payments.

However, it shall not be considered a prohibited subleasing when the business purpose of the applicant is to provide a space for aspiring businesses, such as when the applicant is a business incubator, commissary kitchen, or business that provides co-op workspace. The BBCRA will determine whether a certain applicant fits into the exception described in this paragraph on a case-by-case basis.

## **Application Process**

Applications can be submitted online at [www.boyntonbeachcra.com](http://www.boyntonbeachcra.com). All applicants are required to meet with BBCRA staff in order to determine eligibility before submitting an application. Applications will not be considered until all required documentation is submitted to the BBCRA office.

Application to this grant program is not a guarantee of funding. Funding is at the sole discretion of the BBCRA Board.

Applicants may submit complete applications via email or mail hard copies of the application with all materials to the BBCRA for review and approval by the BBCRA Board,

Initials \_\_\_\_\_

however online submissions are preferred. Applicants will be considered on a first-come, first-served basis. Application packets must include the following documentation:

1. A non-refundable fee of \$100, which will be used to obtain a consumer credit report on the business and principal/owners of business. Make check payable to: Boynton Beach CRA.
2. Provide a 2-3 sentence mission statement for the applying business entity. This will be used as a way to introduce the business to the BBCRA Board.
3. Resume for each principal/owner of the business.
4. Copy of the corporate documents for the applying business entity.
5. Copy of City and County Business Licenses (Business Tax Receipt).
6. Copy of executed multi-year commercial lease agreement.
7. Two years of corporate tax returns (for existing businesses only).
8. Two years of personal tax returns for the principal/owners of a new business (if no corporate tax returns).
9. List of jobs to be created and filled including job descriptions, pay range and weekly schedule. For existing businesses, provide a list of all current positions including job descriptions, pay range and weekly schedule.
10. If applicant is an existing business expanding to occupy more than 50% of its current square footage size, verification of this threshold must be provided in the application package. Exceptions to this rule may be made at the discretion of the BBCRA Board if the tenant is losing their current space due to redevelopment of the site.
11. Initialed and signed Program Rules & Regulations (pages 1-12).
12. Authorization to perform credit check for the business and each principal/owner of the business.
13. W9 Form and Grant Intake Form.

## **Approval of Funding Request**

All required application documentation must be submitted no later than noon two weeks prior to the second Tuesday of the month. BBCRA staff will review the application to evaluate whether the applicant is eligible for reimbursement. If it meets these requirements, BBCRA staff will present the funding request to the BBCRA Board for review and potential approval.

The BBCRA Board meets on the second Tuesday of each month. The schedule for BBCRA Board meetings can be obtained at [www.boyntonbeachcra.com](http://www.boyntonbeachcra.com). Applicants will

Initials \_\_\_\_\_

be notified of the date and time that their applications will be considered by the BBCRA Board.

The BBCRA recommends that applicants attend the BBCRA Board meeting during which the Board will consider their applications in order to answer any questions the BBCRA Board may have regarding their applications. BBCRA staff will notify the applicant of the BBCRA Board's approval or denial in writing.

## Site Visits

BBCRA may conduct a site visit prior to transmitting the application to the BBCRA Board and once the project is completed. Staff may also conduct unannounced site visits before, during and after the project in order to determine and ensure compliance with the terms of the grant.

## Procedures for Reimbursement

Monthly rent reimbursement payments will be provided to the grant recipient beginning the first month the business is open for operation subsequent to BBCRA Board approval. A maximum of 12 consecutive monthly rent payments are eligible to be reimbursed to the approved applicant. Reimbursement will occur on a monthly basis.

Following the initial Reimbursement Request, each reimbursement request shall be made within 30 days of the start of the next month.

In order to receive monthly rent reimbursement the grant applicant must submit the following:

1. Written request for reimbursement.
2. Proof of rent payments (i.e., copies of the front and back of cancelled checks for that month's reimbursement or proof of direct deposit). **CASH AND/OR CRYPTOCURRENCY PAYMENTS** for rent are not eligible for reimbursement.

**If applicant does not submit its monthly reimbursement request within 30 days following the end of the next month in which applicant is requesting reimbursement, applicant forfeits that month's reimbursement.**

Initials \_\_\_\_\_



## Discontinuation of Payment

The receipt of past payments does not guarantee future payments. The BBCRA retains the right to discontinue rent reimbursement payments at any time at its sole and absolute discretion.

### **SUBMISSION OF AN APPLICATION IS NOT A GUARANTEE OF FUNDING**

It is the responsibility of the applicant to READ AND UNDERSTAND all aspects of the Grant Program's Rules/Requirements and Application.

NOTICE TO THIRD PARTIES: The grant application program does not create any rights for any parties, including landlords and parties that performed work on the property. Nor shall issuance of a grant result in any obligation on the part of the BBCRA to any third party. The BBCRA is not required to verify that entities that have contracted with the applicant or applicant's landlord have been paid in full, or that such entities have paid any subcontractors in full. Applicant's submittal of verification that monthly rental payments have been cleared by the bank is sufficient assurance for the BBCRA to award grant funding.

### **CERTIFICATION AND WAIVER OF PRIVACY:**

For purposes of this certification and waiver of privacy, the term "I" refers to the applicant and to all signatories below individually. By signing below, each signatory represents and confirms that he or she is authorized to sign on behalf of the applicant(s).

I, the undersigned applicant(s), certify that all information presented in this application, and all of the information furnished in support of the application, is given for the purpose of obtaining a grant under the Boynton Beach Community Redevelopment Agency Commercial Rent Reimbursement Grant Program, and it is true and complete to the best of my knowledge and belief.

I further certify that I am aware of the fact that I can be penalized to the maximum extent permitted by law for making false statements or presenting false information. I further acknowledge that I have read and understand the terms and conditions set forth and described in the Boynton Beach Community Redevelopment Agency Commercial Rent Reimbursement Grant Program Rules and Requirements.

Initials \_\_\_\_\_

I understand that this application is not a guarantee of grant assistance, and that award of grants is at the sole discretion of the Boynton Beach Community Redevelopment Agency Board. I understand that the purpose of the grant is to further the Boynton Beach Community Redevelopment Plan, and that the Boynton Beach Community Redevelopment Agency may decline my application for any legal reason, including the reason that granting the award will not further the Community Redevelopment Plan. Should my application be approved, I understand that the Boynton Beach Community Redevelopment Agency may, at its sole discretion, discontinue grant payments at any time if in its sole and absolute determination it feels such assistance no longer meets the program criteria or is no longer furthering the Boynton Beach Community Redevelopment Plan.

To the maximum extent possible, I hereby waive my rights to privacy and confidentiality for all matters contained in my application, and give my consent to the Boynton Beach Community Redevelopment Agency, its agents and contractors to examine any confidential information given herein. I further grant permission, and authorize any bank, employers or other public or private agency to disclose information deemed necessary to complete this application.

I specifically authorize the Boynton Beach Community Redevelopment Agency to run a credit report as part of this application, and understand that information in my credit report, including a record of bankruptcy, may disqualify me from obtaining grant funding.

I give permission to the Boynton Beach Community Redevelopment Agency or its agents to take photos of myself and business to be used to promote the program.

I understand that if this application and the information furnished in support of the application are found to be incomplete, it will be not processed.

**Business Information:**

Business Name (and d/b/a if applicable): \_\_\_\_\_

\_\_\_\_\_

Boynton Beach Business Address: \_\_\_\_\_

\_\_\_\_\_

Applicant Contact Phone Number: \_\_\_\_\_

Initials \_\_\_\_\_



**APPLICANT INFORMATION**

**APPLICANT SIGNATURES:**

1. \_\_\_\_\_  
Principal/Owner's Signature Date  
\_\_\_\_\_  
Printed Name Title
2. \_\_\_\_\_  
Principal/Owner's Signature Date  
\_\_\_\_\_  
Printed Name Title
3. \_\_\_\_\_  
Principal/Owner's Signature Date  
\_\_\_\_\_  
Printed Name Title
4. \_\_\_\_\_  
Principal/Owner's Signature Date  
\_\_\_\_\_  
Printed Name Title

***Notary as to Principal/Owner's Signatures - Multiple notary pages may be used if signing individually***

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared \_\_\_\_\_, who is/are personally known to me or produced \_\_\_\_\_ as identification, and acknowledged he/she executed the foregoing Agreement for the use and purposed mentioned in it and that the instrument is his/her act and deed.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:



**LANDLORD INFORMATION**

**LANDLORD SIGNATURES:** By signing below, Landlord consents to the submittal of this application. Landlord understands that approval of this application does not grant Landlord any rights whatsoever, and specifically understands that approval of this application does not entitle Landlord to seek payment or other recourse from the BBCRA.

1. \_\_\_\_\_  
Landlord’s Signature Date

\_\_\_\_\_  
Printed Name Title

2. \_\_\_\_\_  
Landlord’s Signature Date

\_\_\_\_\_  
Printed Name Title

***Notary as to Principal/Owner’s Signatures - Multiple notary pages may be used if signing individually***

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared \_\_\_\_\_, who is/are personally known to me or produced \_\_\_\_\_ as identification, and acknowledged he/she executed the foregoing Agreement for the use and purposed mentioned in it and that the instrument is his/her act and deed.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC