Oklahoma Certified Incubator (& Business Tenant) Incentive Program Agreement for Participation

If you require this document in an alternative accessible format or need accommodation to participate in this program, please contact the Oklahoma Department of Commerce at accessibility@okcommerce.gov or (405) 815-6552.

I, the undersigned, represent an entity that is applying for the Incubator-Tenant Business Incentive Program ("the Program"). To ensure that my entity ("the Entity") qualifies for the Program, I hereby swear or affirm as follows:

1. I have the authority to enter a contract on behalf of the Entity I represent for admission into the Program and the Entity meets program requirements as set forth in the Oklahoma Community Economic Development Pooled Finance Act set forth in 62 O.S. § 891.1 et. Seq.
2. I understand that the Oklahoma Department of Commerce has the authority to certify incubators set forth in 74 O.S. § 5071 et Seq.
3. All information provided as part of the Program application, including but not limited to information concerning the creation/retention of jobs, and the amount of capital expenditure to be made by the Entity toward the project is accurate to the best of my knowledge.
4. The project for which the Entity is seeking funds has not begun and will not begin prior to receiving an award letter from the Oklahoma Department of Commerce.
5. I understand that in determining the net benefit to the State of Oklahoma, only future costs and expenditures of the Entity will be considered.
6. I understand that if the Entity has provided false information during the application process, whether intentional or unintentional, the Entity may not be awarded a contract for program participation.
7. I understand that the Oklahoma Department of Commerce and the Oklahoma Finance Authorities have statutory authority to charge a fee for the administration of the Program not to exceed a total of four percent (4%) of the award.
8. I understand that the Entity must be in good standing with the Oklahoma Tax Commission and continue to remain in throughout its participation in the Program.
9. After the project's completion, I agree to provide photos and/or send any site visit invite(s) to events such as a grand opening or ribbon cutting to both the Oklahoma Department of Commerce and Oklahoma Finance Authorities. All photos will become part of the Entity's project file at Commerce.
10. Entity must commit to spend at least 10% of the project budget within six months of award and provide quarterly status updates on the project.
11. The Entity will report information to the Oklahoma Department of Commerce during the years of participation in the Program which will include information to assess program effectiveness. This may include, but is not limited to, funds invested, names of affiliates, use of the funds and any other information needed to assess the Program's effectiveness.
12. The Entity is expected to participate in any program-related surveys the Oklahoma Department of Commerce may administer to assess the program's effectiveness, and I agree that the Oklahoma Department of Commerce may contact the Entity for any survey related to economic, workforce or community development.

Signature: _____ Print Name: _____

Title: _____ Entity Name: _____

Date: _____ E-mail: _____ Phone: _____