

Hamilton Township CARES Act Business and Non-Profit Grant Program Application

Please submit complete application packets to BCenters@Hamilton-township.org (subject line: CARES Act Grant) or via hand delivery to 7780 South State Route 48, Maineville, Ohio 45039.

Please type or write-in (print only) responses to application questions.

Any attachments and/or documentation submitted should be clearly labeled. The application window will open at 8:00am on November 2, 2020 and run until 11:59pm on November 13, 2020. Applications received after 11:59pm on November 13, 2020 will not be considered for the Program. Along with the application, a complete application checklist and W-9 must also be submitted.

Application packets will not be processed unless they are complete. Applications will be time & date stamped upon receipt and will be processed in order of receipt until funds allocated to the Program are depleted. Employees of Hamilton Township are prohibited from being a party to any grant application.¹

REQUIRED DOCUMENTATION CHECKLIST – If any of the following documents are not submitted with the application, the application will not be processed. If a hard-copy application is submitted, please provide copies of the following documents (Please do not submit original copies. The Township will not be liable for the loss or destruction of any original documentation submitted with an application).

- Prior year completed tax returns (2019)
- Interim financial records (P&L, income statement, bank statements) March 1, 2019 – July 31, 2019 and March 1, 2020 – July 31, 2020
- Tax form 941, if applicable (1st or 2nd Quarter 2020)
- Documentation of eligible expenses for which funding will be used (ex: payroll reports, lease, mortgage statement, COVID-19 cost-related receipts/invoices)
- Completed W-9
- Completed terms and conditions (located at the end of this application)

Applicants may be eligible for funding even if previous assistance has been received (ex: SBA, PPP funding, or private grant programs). Eligible applicants include small businesses and non-profit organizations so long as the entity has fifty (50) or fewer full-time equivalent employees. Sole proprietor and 1099 independent contractors are also eligible to apply.

Total Money Dedicated to the Program - \$300,000

\$10,000 Maximum Grant Amount Available Per Business/Non-Profit

Minimum Eligibility Requirements:

- 1.) Business/organization minimum annual revenue greater than \$50,000
- 2.) Business/organization must be located in Hamilton Township (includes home-based businesses)
- 3.) Business/organization must be able to demonstrate negative impact due to COVID-19
- 4.) Business/organization must be operational since at least January 1, 2019

¹ An employee shall be considered a “party” to an application if the employee applies for participation in the Program in his/her individual capacity, or the employee has a controlling ownership interest in the business and/or entity for which an application is submitted.



- 5.) Business/organization must be privately held and have a maximum of fifty (50) full-time employees
- 6.) Business/organization must be current on county property taxes
- 7.) Business/organization must be in good standing with local, state, and federal agencies
- 8.) Business/organization must plan to continue operating following COVID-19 pandemic
- 9.) Business/organization must agree to terms and conditions at the end of this application

CONTACT/GENERAL/COMPANY INFO

1. Please select the description that best meets your business/organization:

- a. Small Business
- b. Non-Profit (with employees)

2. Applicant's (Individual) name: _____

3. Legal Business/Organization name: _____

4. Contact Info:

a. Phone (Evening & Weekend # preferred): _____

b. Email: _____

5. Legal business/organization physical address:

6. Business/organization website (if applicable): _____

7. Federal tax ID (EIN): _____

8. Type of business/organization (ex. LLC, S-Corp, 501(c) (3), etc.): _____

9. Please BRIEFLY describe the nature of your business/organization:

10. Names of officers/principals (names of all owners, principals, and/or primary officers of the company/organization (Name & Title):

UNDERSTANDING THE NEED

11. Amount of funding requested based on business/organization revenue collected in 2019 and impact of COVID-19 on revenue generated/projected to be generated between March 1,2020 – December 30,2020 (maximum amount which may be requested is \$10,000):

12. Provide a BRIEF summary of how COVID-19 has had negative impacts on your business/organization (*i.e.* forced closure period, reduced capacity, estimated lost revenues, etc.):

13. List any other assistance (type & amount) your business/organization has received to offset the negative impact of COVID-19 your business/organization has experienced (ex: SBA, PPP funding, or funding from other private grant programs):

DETERMINING ELIGIBILITY

14. Please quantify employee base (must have fifty (50) or fewer full-time employees to be eligible):

Full-time: _____ Part-time: _____

15. Is your business/organization current on all local income and county property taxes? Yes No
(Answer must be yes to be eligible)

16. Is your business/organization in good standing with local, state, and federal agencies? Yes No
(Answer must be yes to be eligible)



17. The following items listed in this Section are considered expense categories for which Program funds may be used, to the extent the expense arose or will arise between March 1, 2020 – December 30, 2020. For each eligible expense, please identify the amount of the Program funds you are requesting which will be used towards the expense.

Business Rent/Mortgage Payments: _____

Utility Payments: _____

Salaries/Wages/Insurance: _____

PPE/COVID – 19 Impact costs: _____

18. Annual revenue in 2019: _____

19. Estimated lost revenue due to COVID-19 from the period beginning on March 1, 2020 – December 30, 2020:

20. Do you plan to continue your business/organization following the COVID-19 pandemic: Yes No
(Answer must be yes to be eligible)

**HAMILTON TOWNSHIP CARES ACT BUSINESS AND NON-PROFIT GRANT PROGRAM
TERMS & CONDITIONS**

The undersigned applicant, or the duly authorized signatory or officer of the applicant, ("Grantee") hereby certifies that the statements made in the attached Hamilton Township CARES Act Business and Non-Profit Grant Program Application (the "Application"), and in all documentation submitted in connection with the Application, are true and correct to the best of Grantee's information and belief. Grantee understands and acknowledges that Hamilton Township (the "Township") will use all documentation submitted with the Application as a basis for the Township to determine whether Grantee is eligible to receive a grant through the Hamilton Township CARES Act Business and Non-Profit Grant Program (the "Program") and the amount of financial assistance Grantee may need. As more fully set forth in Section 19 of these Terms and Conditions, if at any time the Township discovers Grantee made any knowingly false statements in the Application or any documents attached thereto, the Township shall require Grantee to immediately return any and all Program grant funds Grantee may have received through the Program.

Grantee further understands and acknowledges that the Township shall issue grants to Program applicants in its sole discretion. Applying for a grant through the Program does not guarantee that Grantee will be awarded a grant, even if Grantee is deemed eligible for a grant by the Township. Some provisions of these Terms and Conditions are drafted as if Grantee has been awarded a grant through the Program. However, signing these Terms and Conditions in no way obligates the Township to award Grantee any grant funds, and in no event shall these Terms and Conditions be construed as a promise on the part of the Township to

award Grantee any grant funds. Grantee is required to agree to the Terms and Conditions set forth herein as a prerequisite to Grantor considering Grantee's Application for participation in the Program and receipt of a grant. In the event the Township awards Grantee a Program grant, these Terms and Conditions shall be binding upon Grantee, along with the Application submitted herewith (the Terms and Conditions and the Application are collectively referred to herein as the "Agreement").

1. **Funding Purpose.** The Grant Funds Grantee receives are provided by the Township as part of the Hamilton Township Board of Trustees' response to the COVID-19 pandemic. The Program is intended to obligate and disburse funds to be used by Grantee for eligible business expenses (a list of which is provided in Section 17 of the Application) resulting from the COVID-19 coronavirus pandemic, including costs related to business interruption due to required closures. Eligible business expenses must have been incurred, or be projected to be incurred, from the time period beginning on March 1, 2020 and ending on December 30, 2020 (the "Covered Period").

2. **Program Grant Funds.** Unless agreed to in a writing signed by the Township, the amount of the funds Grantee receives through the Program (the "Grant Funds") represents the total allocation of funds to Grantee from the Township. The Township reserves the right to reduce, recapture or reallocate any portion, or all, of the Grant Funds based on Grantee's failure to abide by these Terms and Conditions.

3. **Use of the Program Grant Funds.** The Grant Funds awarded through the Program represent an allocated portion of funds the Township received under section 5001 of the federal Coronavirus Aid, Relief and Economic Security Act ("CARES Act"). As a condition of participating in the Program, Grantee shall use the funds received only for the purposes set forth in the Agreement, which are consistent with the purposes authorized under the CARES Act.

The Grant Funds must be used exclusively for eligible business expenses, including but not limited to the eligible business expenses set forth in the Agreement. Eligible expenses are those that are related to business interruption as a result of required closures, or that the business faces uncertainty with respect to its ability to pay, due to the pandemic, and that are deductible ordinary and necessary business expenses under the U.S. Internal Revenue Code. The following is a non-exhaustive list of eligible business expenses:

- a. Mortgage payments for Grantee's principal place of business (mortgage payments for the primary residence of any person owning an interest in Grantee are not eligible);
- b. Rent payments for Grantee's principal place of business (rent payments for the primary residence of any person owning an interest in Grantee are not eligible);
- c. Utility payments — electric, gas, sewer, water, trash removal — for Grantee's principal place of business (utility payments for the primary residence of any person owning an interest in Grantee are not eligible);
- c. Health, property, casualty and liability insurance payments related to Grantee's business;
- d. Vehicle and equipment lease or rental payments for vehicles and equipment acquired on or prior to March 15, 2020 for direct use in connection with Grantee's business (lease payments for vehicles primarily used for the personal use of any person owning an interest in Grantee are not eligible);
- e. Salaries or wages of all employees employed by Grantee's business; and
- f. Other costs related to interruption of Grantee's business caused by required closures, including the closure of the business's suppliers and/or customers.

Additionally, if Grantee is a sole proprietor, it may use Grant Funds to replace a portion of its lost revenue, as follows:

- a. If Grantee filed IRS Form 1040 and Schedule C thereto for tax year 2019, or, if Grantee has not filed IRS Form 1040 for tax year 201 but has filed IRS Form 1040 and Schedule C thereto for tax year 2018, then Grantee can use the grant funds to pay Grantee the equivalent of up to 1/6 of the net profit reported by Grantee on line 31 of the applicable Schedule C.
 - b. All expenses paid using Grant Funds must either be incurred by Grantee or paid by Grantee within ninety (90) calendar days of its receipt of Grant Funds. However, no Grant Funds may be used to pay for vehicles or equipment leased or purchased after March 15, 2020 (this prohibition is not intended to apply to inventory of Grantee).
 - c. All business expenses paid with Grant Funds shall be supported by documentation, as set forth in Section 7 below.
4. **Payment of Program Grant Funds.** The Township shall review and consider each Application, and all documentation submitted therewith, for participation in the Program and shall notify each Program applicant indicating whether or not the applicant has been awarded a grant. In the event the Township awards Grantee an amount of Grant Funds, the Township shall produce and deliver to Grantee a check in the full amount of Grant Funds awarded to Grantee. The check shall be mailed to Grantee by regular U.S. Mail. The Township shall use reasonable efforts to deliver the Grant Funds to Grantee as expeditiously as possible, but will not be liable to the Grantee for any loss related to delay in delivery of the Grant Funds or failure of delivery of the Grant Funds. If Grantee has not received the Grant Funds within thirty (30) days of receiving a letter from the Township stating Grantee has been awarded a grant through the Program, Grantee should promptly notify the Township of this fact and the Township shall use reasonable efforts to identify the status of delivery of the Grant Funds.
5. **Continued Operation.** As an express condition of receiving the Grant Funds, Grantee represents and warrants that it has not permanently closed as a result of the COVID-19 pandemic or any other reason, that it does not intend to close as a result of the COVID-19 pandemic or any other reason, and that it intends to resume business operations when it is practicable, lawful and safe to do so (or has already resumed operations).
6. **Term.** The provisions of the Agreement shall be binding upon Grantee and the Township in the event the Township approves Grantee's Application for participation in the Program. The Effective Date of the Agreement shall be the date on which the Township issues a notice to Grantee that it has been awarded Grant Funds through the Program. The Agreement shall terminate on the later of: (i) the date that all Grant Funds have been expended by Grantee for eligible business expenses and Grantee has met all of its obligations under Section 7 below; or (ii) earlier termination of the Agreement pursuant to another provision of these Terms and Conditions (the "Term"). Notwithstanding the foregoing, Grantee shall have the right to elect to terminate this Agreement upon written notice to the Township. In that event, Grantee shall immediately remit to the Township any portion of the Grant Funds which it has not expended as of the date of termination. Elective termination on the part of Grantee in no way relieves Grantee of its duties to spend the Grant Funds in accordance with the Agreement and to comply with its reporting duties set forth in Section 7 herein.
7. **Reporting.** No later than one hundred twenty (120) calendar days from the Effective Date, Grantee must submit a Grant Expense Report to the Township, which is incorporated herein by reference ("Grant Expense Report"). The Grant Expense Report shall itemize all business expenses paid for Grantee using the Grant Funds. Grantee shall attach supporting documentation to the Grant Expense Report evidencing that all expenses for which Grant Funds were used are eligible business expenses, in accordance with the Agreement, and that each identified expense has actually been paid. Supporting documentation shall include cancelled checks, paid invoices, bank statements and similar documents evidencing a business expense and payment therefore.

In the event Grantee does not provide a Grant Expense Report by the reporting deadline set forth herein, the Township shall notify Grantee of such failure. Grantee shall be required to submit a Grant Expense Report within ten (10) business days after

receiving written notice from the Township of its failure to timely submit the same. If Grantee fails to submit a Grant Expense Report following such written notice from the Township, this failure shall be considered a breach of these Terms and Conditions and the Township shall have the right to seek reimbursement from Grantee of the full amount of Grant Funds awarded to Grantee.

In the event a Grant Expense Report provided by Grantee is incomplete, identifies ineligible expenses or fails to include supporting documentation of all eligible expenses, the Township shall notify Grantee of such failure in writing. Grantee shall have thirty (30) calendar days after receipt of such notification to remedy the noticed deficiency. If Grantee fails to re-submit a corrected Grant Expense Report, this failure shall be considered a breach of these Terms and Conditions and the Township shall have the right to seek reimbursement from Grantee of all or any portion of the Grant Funds, as the Township sees fit in its sole discretion.

8. **Additional Information.** Grantee shall provide the Township with any additional reports or information relating to the Agreement and its use of Grant Funds as the Township may, from time to time, reasonably request to evidence Grantee's compliance with the terms of the Agreement.

9. **Record Retention.** Grantee shall establish and maintain, for five (5) years from the termination of the Agreement, such records as are reasonably required by the Township to confirm compliance with the Agreement, including but not limited to Grant Expense Reports and supporting documentation, financial reports, contracts, invoices, leases, mortgage statements and other documentation of expenses, and all other relevant information related to Grantee's expenditure of the Grant Funds. Grantee understands that the Township shall maintain all records related to any questioned costs, audit disallowances, litigation or disputes between the Township and Grantee related to the Program for a minimum of five (5) years beyond the resolution of said matter. In the event of early termination of the Agreement, Grantee shall, at its own cost and expense, segregate all records related to the Grant Funds and this Agreement from its other records of operation and provide the Township with copies of the same.

10. **Audits and Inspections.** Upon the Township's request, during normal business hours and upon reasonable notice to Grantee, Grantee shall make available for the Township's examination all of its records related to the Agreement, Grantee's participation in the Program and Grantee's use of the Grant Funds. The Township shall have the right to make such a request as frequently as it deems necessary in its sole discretion. The Township will undertake reasonable efforts in making such requests to not unreasonably interfere with Grantee's normal business operations. Grantee shall permit the Township to audit, examine and make excerpts, transcripts and copies of such records.

11. **Default.** In addition to any breach of any of the provisions contained in these Terms and Conditions, the following shall constitute an event of default under the Agreement on the part of Grantee ("Event of Default"):

- a. Grantee fails to expend the Grant Funds on or before December 30, 2020;
- b. Grantee fails to expend the Grant Funds in accordance with the terms and conditions of the Agreement;
- c. Grantee provides knowingly false or fraudulent information or documentation to the Township related to the Agreement, or Grantee's use of Grant Funds or participation in the Program;
- d. Grantee fails to comply with the reporting requirements contained in Section 7 of these Terms and Conditions; or
- e. Grantee fails to perform any other obligation under the Agreement.

12. **Remedies.** Following an Event of Default by Grantee, the Township may: (i) demand repayment of all or any portion of the Grant Funds disbursed to Grantee; and (ii) pursue any other legal or equitable remedies the Township may have under this

Agreement or applicable law. Notwithstanding anything to the contrary in these Terms and Conditions, Grantee shall not be liable for: (i) any indirect, reliance, exemplary, incidental, speculative, punitive, special, consequential or similar damages that may arise in connection with the Agreement or Grantee's participation in the Program; or (ii) any damages, liabilities, fees, costs, expenses, penalties, diminishments in value, losses or payments (including any lost or foregone tax revenues) that exceed, in the aggregate, the Grant Funds disbursed to Grantee through the Program. The Township's available remedies set forth herein and under applicable law are cumulative in nature, and the Township's election to pursue one remedy for an Event of Default does not preclude the Township from pursuing any other available remedies.

13. **No Waiver.** Any delay or failure on the part of the Township to insist on strict performance by Grantee of any of its obligations under the Agreement, or to pursue any available remedies it has following an Event of Default, shall not be construed as a waiver by the Township of any of its rights hereunder, including its right to require strict performance of the Grantee's obligations in the future.

14. **Nondiscrimination.** Grantee shall not discriminate on the basis of race, color, sex, age, religion, national origin, ancestry, veteran status, disability, sexual orientation, gender identity or any other characteristic protected by law in its business conduct or operations during the Term of the Agreement.

15. **Conflict of Interest.** Grantee covenants that no member, officer, employee, designee or agent of Grantee has a financial interest, and shall not acquire any financial interest, directly or indirectly, which would conflict in any manner or degree with the performance of Grantee's obligations under the Agreement, and that none of Grantee's members, officers, employees, designees or agents have any interest in any contract that will be paid using Grant Funds, except where the same would be an eligible business expense as defined in the Agreement (*i.e.* payment of salaries). Grantee further covenants that no member, officer, employee, designee or agent of Grantee has any conflict of interest with respect to the Township, nor is any member, officer, employee, designee or agent a relative of any officer or employee of the Township who has any direct or indirect involvement in the Program.

16. **Indemnification.** Grantee shall indemnify, protect, defend and hold harmless the Township and its employees, officers, representatives and agents from and against any and all claims, actions, causes of actions, proceedings, damages, costs, liens, judgments, penalties, attorneys' fees, expert and consultant's fees, expenses and liabilities arising out of or in any way related to the Agreement; the Program; Grantee's use of the Grant Funds; Grantee's business operations; or any act, omission or neglect of Grantee or its employees, officers, members, designees and agents. In the event any action or claim is brought against the Township by reason of any of the foregoing matters, the Township may elect to select its own defense counsel and seek reimbursement for its attorneys' fees and expenses from Grantee. Alternatively, the Township may provide Grantee with written notice of its election to have Grantee defend the action or claim at Grantee's expense by counsel reasonably satisfactory to the Township, and the Township shall cooperate with Grantee in such defense. The Township need not have first paid any claim in order to be so indemnified.

17. **Compliance with Applicable Law.** Grantee agrees to comply in all material respects with all applicable federal, state and local laws and regulations, now in effect or which later become effective during the Term, in the performance of the Agreement.

18. **Outstanding Liabilities.** Grantee affirms that it is not delinquent to the State of Ohio, Warren County or any other political subdivision for taxes of any kind of nature whatsoever (*e.g.* real property, income, sales).

19. **Falsification of Information.** Grantee affirmatively covenants it has not made any false or fraudulent statements to the Township in the process of applying for participation in the Program. In the event the Township discovers Grantee has knowingly made a false or fraudulent statement to the Township for the purpose of securing the Grant Funds, or at any other point during Grantee's participation in the Program, Grantee shall be required to immediately return all or any portion of Grant

Funds awarded to Grantee, in the Township's sole discretion, and Grantee shall be ineligible for any future assistance through the Program.

20. **Storage and Use of Information.** The Township will take reasonable steps to secure all information, including social security numbers, employee identification numbers, W-9s and other tax information, provided by Grantee during the Application process or at any other point during Grantee's participation in the Program. The collection of this protected information is for the Township's internal use. The Township will only use or share such information for the purposes of administering the Program, complying with the Township's reporting requirements related to its proper use of CARES Act funds and other lawful purposes, including but not limited to cooperating in any necessary audits of the Program. In no event shall the Township be liable to Grantee for any breach of the security of the information provided by Grantee, unless such breach is due to the Township's gross negligence or willful misconduct.

21. **Governing Law.** The Agreement shall be governed by the laws of the State of Ohio. Any action arising out of or in any way related to the Agreement, the Program or Grantee's use of the Grant Funds shall be brought in a state court of competent jurisdiction located in Warren County, Ohio.

22. **Entire Agreement.** The Agreement and any documents referred to herein constitute the complete understanding of the parties, and merge and supersede any and all other discussions, agreements and understandings, whether express or implied, oral or written, between the parties with respect to the subject matter hereof.

23. **Severability.** Whenever possible, each provision of the Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the Agreement is held to be prohibited or invalid under applicable law, such provision shall be ineffective and severed only to the extent of such prohibition or invalidity, without invalidating or affecting the remainder of this Agreement.

24. **Notices.** All notices, consents, demands, requests and other communications which may be, or are required to be, given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail to the each party's address set forth in the Application (or as may be changed upon written notice of a change in address to the other party).

25. **Amendments or Modifications.** The Agreement may only be amended or modified in a writing executed by both parties hereto.

26. **Assignment.** Neither the Agreement, nor any rights, duties or obligations described herein, shall be assigned or subcontracted by Grantee without the prior written consent of the Township.

27. **Counterparts.** The Agreement may be executed and delivered in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A digital, electronic, pdf, facsimile or other copy of a signature of a party hereto, including execution and delivery of the Agreement by electronic exchange, shall be deemed an original for purposes of the Agreement.

[SIGNATURE PAGE FOLLOWS]



7780 South State Route 48 (513) 683-8520 Office
Hamilton Township, OH 45039 (513) 683-4325 Fax

GRANTEE

Signature

Printed Name

Title

Grantee Business Name

Date