



### **Small Business COVID Relief Grant Program**

The Fairfield Township Small Business COVID Relief Grant Program (the “Program”) will provide small businesses operating in Fairfield Township, Butler County, Ohio with some monetary relief from expenses incurred due to the COVID-19 pandemic. Eligible businesses are small businesses, retail stores, or restaurants, having fewer than 25 full-time equivalent employees, which have been afflicted with economic hardship as a result of State-sanctioned closures, limited operation, or increased restrictions associated with COVID-19. Eligible businesses may request up to \$10,000 toward appropriate reimbursable expenses after submission of proof of those expenses to the Township.

If you wish to take part in this program, please submit a complete application to [jvonderhaar@fairfieldtwp.org](mailto:jvonderhaar@fairfieldtwp.org) or via hand delivery to 6032 Morris Road, Fairfield Township, OH 45011. Please type or write-in responses to application questions.

Any attachments and/or documentation submitted should be clearly labeled. The application window will open at 8 a.m. on November 24, 2020 and run until 4:30 p.m. on December 9, 2020. Applications received after 4:30 p.m. on December 9, 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 by the Township upon receipt and will be processed in order of receipt until funds allocated to the Program are depleted.

#### **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).

- Signed and completed Application form from this packet, including Terms and Conditions
- Prior year completed tax returns (2019)
- Tax form 941, if applicable
- Documentation to support reimbursement request for the eligible expenses for which funding will be used (ex: payroll reports, lease, mortgage statement, utility bill, COVID-19 cost-related receipts/invoices)
- Completed W-9

#### **Eligibility Requirements**

To be eligible to apply for reimbursement funding under the Small Business COVID Relief Grant Program, a business must meet the following criteria:

1. Must be a for-profit entity with a bricks-and-mortar location in Fairfield Township and open for business as of October 31, 2020.
2. Must be able to attest and certify that applicant is requesting the funds out of necessity resulting from economic hardship caused by State-sanctioned closures, limited operations, and/or increased restrictions from COVID-19.
3. Must have a Federal Taxpayer Identification Number for its type of business and a DUNS number. The business must have a DUNS number prior to being awarded grant funding. A DUNS number can be requested here:  
<https://fedgov.dnb.com/webform/displayHomePage.do>
4. Must have been operational since January of 2019
5. Must have fewer than 25 full-time equivalent employees or 1099 workers as of May 1, 2020.
6. Must be able to attest that it is current with all federal, state, county and local taxes and fees (including the Fairfield Township JEDD, if applicable).
7. Must be able to attest that it is not currently in bankruptcy.
8. Must agree to the Terms and Conditions of this Program as stated in this packet
9. Franchises are eligible if they are locally owned and meet all other eligibility requirements.

### **Ineligible Small Businesses**

A business is not eligible to apply for reimbursement funding under the Fairfield Township Small Business COVID Relief Grant Program if it primarily operates as one of the following:

1. Financial institution that makes loans or issues credit to the public, including, but not limited to, banks, credit unions, payday lenders, or any other similar business
2. E-commerce only company
3. Home occupation businesses without a bricks-and-mortar presence in Fairfield Township
4. Franchised businesses that are not locally owned and independently operated
5. Primary alcohol sales, such as carry-out or convenience stores
6. Non-profit organizations and places of worship
7. Clubs or service organizations
8. Primarily sells tobacco products, cigarettes, electronic smoking devices or vapor products
9. Adult entertainment establishment
10. Cannabis dispensary

### **Eligible Expenses & Documentation**

Grant funds provided through the Program can only be used to reimburse business expenses directly related to COVID-19. A max of \$10,000 will be reimbursed per small business. Grant funds can be used to reimburse eligible expenses incurred between March 1, 2020 and November 30, 2020.

Documentation shall be in the form of paid invoices, cancelled checks, bank statements, or similar documentation showing payment of eligible expenses. Please note, businesses cannot submit reimbursement for expenses that have already been covered by alternative governmental assistance (such as PPP loans or any other programs).

Eligible expenses include, but are not limited to:

Business interruption costs that are traditional reoccurring operational overhead expenses, but which the business suffered economic hardship in its efforts to repay as a result of State-sanctioned closed, limited operations, or increased restrictions because of COVID-19:

1. Mortgage payments for the business' bricks-and-mortar place of business located within Fairfield Township if you can attest that your ability to pay was negatively affected as a direct result of COVID-19 and the resulting federal, state, or locally-issued stay-at-home orders, limitations on operations, or increased restrictions (provided that mortgage payments for a primary residence are not eligible expenses).
2. Rent payments for the business' bricks-and-mortar place of business located within Fairfield Township if you can attest that your ability to pay was negatively affected as a direct result of COVID-19 and the resulting federal, state, or locally-issued stay-at-home orders, limitations on operations, or increased restrictions (provided that rent payments for a primary residence are not eligible expenses).
3. Utility payments for the business' bricks-and-mortar place of business located within Fairfield Township if you can attest that your ability to pay was negatively affected as a direct result of COVID-19 and the resulting federal, state, or locally-issued stay-at-home orders, limitations operations, or increased restrictions (provided that utility payments for a primary residence are not eligible expenses).
4. Payroll expenses, not including any amounts that would be withheld for tax purposes (e.g. state income taxes, FICA, JEDD), of those employees who remained on payroll (i.e., not unemployment insurance).

Business interruption costs that are additional costs the business had to expend in response to the COVID19 public health emergency, such as:

1. Purchase of items meant to protect the public and employees during the pandemic, such as protective masks and hand sanitizer, and other costs incurred by installing required safety measures required to reopen a business.
2. Costs incurred during a reopening process, including such costs resulting from the business having to limit accessibility by the public and for displaying and/or communicating state-based requirements for public access.

### **General Company Information**

1. Applicant's (Individual) Name: \_\_\_\_\_
2. Business Name: \_\_\_\_\_
3. Contact Phone: \_\_\_\_\_
4. Contact Email: \_\_\_\_\_
5. Business Address: \_\_\_\_\_
6. Business Website (if applicable): \_\_\_\_\_
7. DUNS Number: \_\_\_\_\_
8. Federal tax ID (EIN): \_\_\_\_\_

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

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**Understanding the Need**

10. Amount of funding requested (maximum amount \$10,000): \$\_\_\_\_\_ 4

11. Provide a brief summary of how COVID-19 has had negative impacts on your business (i.e. forced closure period, reduced capacity, estimated lost revenues, etc.)

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12. List any other assistance (type and amount) your business has received to offset the negative impact of COVID-19 on your business (i.e. SBA, PPP funding, or funding from other private grant programs):

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**Determining Eligibility**

13. Please quantify employee base (must have less than 25 full-time equivalents to be eligible) a. Full-time\_\_\_\_\_ b. Part-time:\_\_\_\_\_

14. Is your business current on all local income and county property taxes?  Yes or  No (Answer must be Yes to be eligible)

15. Is your business current on all federal, state, county and local taxes and fees?  Yes or  No (Answer must be Yes to be eligible)

16. Do you attest that the request for funds is made out of necessity resulting from economic hardship caused by State-sanctioned closures, limited operations, and/or increased restrictions from COVID19?  Yes or  No (Answer must be Yes to be eligible)

17. Has your business been in existence since January 2019?  Yes or  No (Answer must be Yes to be eligible)

18. Has your business filed for any form of bankruptcy protection in 2020?  Yes or  No (Answer must be No to be eligible)

19. Is your business currently operating, and when did it reopen for business?

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20. 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 and November 30, 2020. For each eligible expense, please identify the amount of the program funds you are requesting which will be used towards that specific expense.

Business Rent/Mortgage Payments: \$\_\_\_\_\_

Utility Payments: \$ \_\_\_\_\_

Salaries/Wages: \$ \_\_\_\_\_

PPE/COVID-19 Impact costs: \$ \_\_\_\_\_

Total being requested: \$ \_\_\_\_\_

21. By submitting an application for assistance under this Program, the applicant agrees that all information provided herein is true, agrees and attests that it meets the eligibility requirements set forth on pages 1-2 hereof, and agrees to be bound by the following Fairfield Township Small Business COVID Relief Grant Program Terms & Conditions, and affirms that all representations contained therein are true and accurate.

**FAIRFIELD TOWNSHIP SMALL BUSINESS COVID RELIEF 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 Fairfield Township Small Business COVID Relief 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 Fairfield 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 Fairfield Township Small Business COVID Relief Grant Program (the “Program”) and the amount of financial assistance Grantee may need. The funds provided for the Program have been provided by Butler County through a grant agreement allowing the Township to administer the Program. As more fully set forth in Section 18 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 or any entity that has provided the Township funds for the Program, may 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 Fairfield 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 November 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 a portion of the funding Butler County has received under Section 5001 of the Federal Coronavirus Aid, Relief and Economic Security Act ("CARES Act"), and subsequently entered into a Subgrant Agreement authorizing the Township to administer the Program. As a condition of participating in the Program, Grantee shall use the 6 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); and
- d. Salaries or wages of all employees or independent contractors employed by Grantee's business (not including any amounts that would be withheld for tax purposes (e.g. state income taxes, FICA, JEDD)), and who remained on payroll (i.e., not collecting unemployment insurance).

**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 resumed business operations prior to October 31, 2020.

**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.

**7. 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.

**8. 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 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.

**9. 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.

**10. 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 for eligible expenses incurred on or before Nov. 30, 2020;

- b. Grantee fails to utilize 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; or
- d. Grantee fails to perform any other obligation under the Agreement.

**11. 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; (ii) pursue any other legal or equitable remedies the Township may have under this Agreement or applicable law; and (iii) assign its rights under this Agreement to any appropriate entity, including Butler County. 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, diminishment 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.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

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

**18. 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.

**19. 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.

**20. 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 Butler County, Ohio.

**21. 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.

**22. 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.

**23. 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).

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

**25. 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. The Grantee expressly understands and agrees that the Township may assign the Agreement and any rights thereunder to Butler County, at its sole discretion, and without notice to Grantee.

**26. 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.

GRANTEE \_\_\_\_\_

Signature \_\_\_\_\_

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

Title \_\_\_\_\_

Grantee Business Name \_\_\_\_\_

Date \_\_\_\_\_