TERMS AND CONDITIONS
CENTENNIAL CARES SMALL BUSINESS GRANT PROGRAM

I. DEFINITIONS:

1. "APPLICATION" means the application for the Program completed by the Business.
2. "BUSINESS" means the party, its authorized agents or employees, seeking financial assistance from the CITY to mitigate impacts to its operations from the COVID-19 public health emergency and public health orders related thereto.
3. "BI FUNDS" means the amount of CORONAVIRUS RELIEF FUNDS approved by the CITY for business interruption costs incurred by the BUSINESS described in the APPLICATION.
5. "CITY" means the City of Centennial Colorado.
6. "CORONAVIRUS RELIEF FUNDS" means the funds allocated to local governments under the CARES ACT.
7. "COUNTY" means Arapahoe County, Colorado.
8. "GRANT" means the total amount of approved by the CITY of BI FUNDS and IP FUNDS that are reasonably necessary to support the BUSINESS.
9. "IP FUNDS" means the amount of CORONAVIRUS RELIEF FUNDS approved by the CITY for infrastructure improvement and/or personal protective equipment costs reasonably incurred by the BUSINESS as described in the APPLICATION that are supported by proof of the expenditure.
10. "PROGRAM" means the Centennial CARES Small Business Grant Program created by the CITY to effectuate the purpose and intent of the CARES Act and to assist the BUSINESS in mitigating the impacts of the COVID-19 public health emergency and to support the local economy.
11. "YOU" means the person submitting the APPLICATION on behalf of the BUSINESS and bind the BUSINESS to these TERMS and CONDITIONS.

In consideration for the GRANT provided by the CITY, the BUSINESS agrees to the following terms and conditions:

1. Incorporation and Certification of APPLICATION. The APPLICATION completed by the BUSINESS is incorporated herein by reference. The BUSINESS certifies to the CITY that the APPLICATION is complete and accurate. The BUSINESS understands and agrees that the award of the GRANT is premised on the completeness and accuracy of the information provided in the APPLICATION, and agrees that if such APPLICATION is found to be materially incomplete or inaccurate by the CITY, COUNTY or any reviewing federal entity, the CITY has the right to demand the return of the GRANT or a portion thereof, and the BUSINESS shall be obligated to return such amount to the CITY.

2. No Guaranty of GRANT. The CITY cannot guaranty the BUSINESS will receive a GRANT or that CORONAVIRUS RELIEF FUNDS will be made available to the BUSINESS. The CITY is not liable for any error or miscommunication by the CITY to the BUSINESS concerning the
amount of the GRANT. The funds made available through the PROGRAM are on a first come first served basis and may not be available to all applicants due to exhaustion of GRANT funds, failure of a BUSINESS to qualify or other reasons.

3. **BI FUNDS.**

   a. Upon approval of an APPLICATION for BI FUNDS, the CITY will disburse BI Funds directly to the BUSINESS.

   b. The BUSINESS hereby certifies that it shall only use the BI FUNDS for legitimate business expenses. Prohibited uses for BI FUNDS include, but are not limited to, the following:

      - Any expense not considered an eligible business expense by IRS rules.
      - Wages or other payment to any member of the owner’s family who is not a bona fide employee or has not provide services for the BUSINESS.
      - Charitable or political contributions.
      - Salary to the owner that exceeds the amount paid on a weekly or monthly basis for the same period in 2019.
      - Payment of debt in excess of a minimum payment in an underlying debt instrument.
      - Payment of payroll expenses that have already been covered by funds granted through the Payroll Protection Program.
      - Payment of franchise or royalty fees.

4. **IP FUNDS.**

   a. The amount of IP FUNDS approved by the CITY may vary from the amount requested in the APPLICATION.

   b. Upon approval of an APPLICATION, the CITY will disburse IP FUNDS directly to the BUSINESS.

   c. The City may disburse IP FUNDS as reimbursement for incurred expenses of the BUSINESS or in advance of expenses incurred by the BUSINESS. If it did not include proof of expenditure with its APPLICATION, the BUSINESS must submit adequate proof of the expenditure described in the APPLICATION to the CITY within 30 days of the CITY’S disbursement of IP FUNDS or by December 15, 2020 whichever is earlier.

   d. IP FUNDS may only be used for legitimate and reasonable expenses of the BUSINESS for infrastructure improvements and personal protective equipment.
5. **Use of GRANT.** The BUSINESS understands and agrees that it must spend the GRANT by December 15, 2020 and shall return any portion of the GRANT not spent by the BUSINESS by December 15, 2020 to the CITY by no later than December 20, 2020.

6. **Records of Expenditures.** The BUSINESS shall keep all records of expenditures of all GRANT funds provided to the BUSINESS through the PROGRAM for a minimum of 2 years from the date of expenditure and shall provide copies of such records to the CITY upon request. If the BUSINESS fails to keep records of its expenditures, it may be required to refund all or a portion of its GRANT.

7. **Authorization.** By agreeing to these TERMS and CONDITIONS on behalf of the BUSINESS, YOU represent that YOU are authorized to submit the APPLICATION and bind the BUSINESS to these provisions and can attest to and are knowledgeable of the matters stated and certified herein. If YOU do not have authority to submit the APPLICATION and/or bind the BUSINESS to these TERMS and CONDITIONS, YOU will be personally liable for the obligations of the BUSINESS under these TERMS and CONDITIONS.

8. **Governing Law: Venue.** The laws of the State of Colorado and the provisions of the CARES ACT shall govern the GRANT provided to the BUSINESS and the interpretation of these TERMS and CONDITIONS and venue for any lawsuit brought hereunder shall be in the District Court for Arapahoe County, Colorado.

9. **Assignment.** The BUSINESS may not assign any of its rights or obligations hereunder without the prior written consent of the CITY.

10. **No Joint Venture.** No part of the APPLICATION, GRANT, the PROGRAM or these TERMS and CONDITIONS is intended or shall be construed to create a joint venture between the CITY and the BUSINESS. Neither CITY, COUNTY nor federal government shall be liable or responsible for any debt, obligation, or liability of the BUSINESS.

11. **Entire Agreement.** These TERMS and CONDITIONS, the GRANT and the APPLICATION shall constitute the entire agreement between the CITY and the BUSINESS concerning the PROGRAM and supersedes any prior written agreement which differs from the provisions of those documents and shall be of no effect and shall not be binding upon either party.