

Louisa County Small Business Grant Program

Terms and Conditions

- 1) The submission of an application for the Grant constitutes an unconditional agreement to, and acceptance of these Terms and Conditions. The Applicant is responsible for ensuring his or her familiarity with the Terms and Conditions.
- 2) By submitting an application, the Applicant certifies that it is not under any agreement or restriction that prohibits or restricts its ability to disclose or submit the materials included in the application or otherwise to apply for the grant.
- 3) Applicant acknowledges and agrees that the information (excluding proprietary financial and employee information) submitted by the Applicant may be used in the promotion of the grant and may be displayed on public webpage(s) showcasing the selected businesses and successes of the grant program.
- 4) The Applicant acknowledges and agree that the information provided herein may be subject to disclosure, including under the Virginia Freedom of Information Act, VA. Code 2.2-3700, et seq.
- 5) The Applicant gives permission and waives the confidentiality of any confidential tax information concerning the Applicant's tax payment status and business revenue information, so that the Louisa County Finance Department and the Louisa County Economic Development Department may verify the payment status of applicable local taxes by the Applicant and all individual owners of the Applicant, if different than the Applicant, where local Louisa County taxes are applicable.
- 6) The Applicant hereby acknowledges and certifies that the information and representations set forth by the Applicant in the application are true and accurate in all respects as of the date of the submission of the application. The Applicant acknowledges that Louisa County will make evaluations and awards of grant proceeds in reliance on the information provided by the Applicant, and that the information and representations set forth by the Applicant are material to the award of the grant.
- 7) The Applicant hereby acknowledges that Louisa County and the Louisa County Industrial Development Authority have established certain criteria for qualified Applicants and applications and that Applicants and applications that do not satisfy the established criteria shall not be considered. The criteria for qualified Applicants and applications are set out below. Applicant acknowledges and agrees that the determination of whether an Applicant or application satisfies the criteria for qualified Applicants and applications is solely in the discretion of Louisa County. The Applicant acknowledges that all grant award decisions are final and are not subject to appeal.

- Mandated Storefront Closures due to Executive Orders 53/55, OR a minimum of 2 Full-time or full-time equivalent employees on site in Louisa County
 - Gross Receipts less than \$2,000,000/year.
 - Physical location in Louisa County
 - Local taxes current prior to March 1, 2020
 - Revenue losses due to unforeseen business interruptions related to COVID-19
 - Business operations established and started in Louisa County on or before January 1, 2020
 - Two part-time employees, each working at a minimum of 20 hours per week will now equal 1 full-time equivalent. Must be demonstrated on form 941 for the most recent quarter.
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- 8) The Applicant acknowledges and agrees that in the event the Applicant is awarded a grant, the Applicant will use the Grant proceeds for the following limited purposes:
 - a. Ongoing expenses of the Applicant , such as payroll, rent, insurance or other operating expenses that were not offset by revenues due to shutdown for COVID; or
 - b. Adaptive costs, such as the purchase of e-commerce equipment/website creation and/or upgrade of an online sales site created in order to stay in business due to COVID.
 - c. If the Applicant uses the Grant proceeds for another purpose, then upon sixty (60) days' notice by the County, the Applicant shall return the full amount of the Grant funds to the Louisa County Industrial Development Authority.
 - 9) The Applicant acknowledges and agrees that if the Applicant is awarded a Grant, and if within 90 days of the award, the Applicant terminates the business then, upon sixty (60) days' notice by the County, the Applicant shall return the full amount of the Grant funds awarded to the Louisa County Industrial Development Authority.
 - 10) The Applicant acknowledges and agrees that if the Applicant is awarded a Grant, and if within one year of the award, the Applicant moves its principal place of business outside of Louisa County then, upon sixty (60) days' notice by the County, the Applicant shall return the full amount of the Grant funds awarded to the Louisa County Industrial Development Authority.
 - 11) The Applicant agrees to report in writing to the Louisa County Economic Development Department, in a form to be provided by the County, every six months for the first year on the current status of their business including information on existing employees and revenues.
 - 12) The Applicant agree to have quarterly update calls with the Louisa County Economic Development Department or its authorized representatives.
 - 13) The Applicant acknowledges that Grant recipients may be selected by random, live drawing in the event that there are more qualifying applications than Grant funding available.
 - 14) In consideration of the time, expertise and other resources provided by Louisa County and the Louisa County Industrial Development Authority, the Applicant, to the full extent permitted by law, by submitting an application voluntarily releases Louisa County and the Louisa County Industrial Development Authority from any and all claims, actions, damages, costs or liabilities of any kind relating to or arising from or in connection with the awarding, advertising, receipt,

and/or use or misuse of any Grant or participation in any Louisa County Small Business Grant related activities.

- 15) The Applicant covenants to save, defend, hold harmless and indemnify the County, and all of its officers, departments, agencies, agent, and employees (Collectively the "County") from and against and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees, charges, liability, or exposure), however caused, resulting from, arising out of, or in any way connected with this application.