

**GRANT AGREEMENT
CITY OF NILES
SMALL BUSINESS RELIEF PROGRAM**

This Grant Agreement (“Agreement”), entered into on this (INSERT DATE) (“Effective Date”), is between the **CITY OF NILES**, a Michigan municipality whose address is 333 N. 2nd St., Niles, Michigan 49120 (“Grantor”), and **(INSERT BUSINESS ENTITY NAME)**, whose address **(INSERT ADDRESS)** (“Grantee”). As used in this Agreement, the Grantor and the Grantee are, individually, a “Party” and, collectively, the “Parties”.

RECITALS

- A. The City of Niles established the Small Business Grant Program to provide funding to assist eligible businesses who have realized a significant financial hardship as a result of the COVID-19 pandemic.
- B. In connection therewith, the Grantor has established the Small Business COVID-19 Grant Fund (“Program”) to provide grants to businesses adversely affected by the COVID-19 pandemic and which are located in the City of Niles.
- C. The Grantee has submitted a Program application (“Application”) to receive a grant from the Program to assist with regularly occurring business expenses at the Grantee’s business located at **(INSERT ADDRESS)**.
- D. The Grantor has reviewed the Application and approved a grant award to the Grantee upon and in accordance with the terms of this Agreement.

The Parties agree as follows:

- 1. **Grant.** Subject to the terms and conditions of this Agreement, and in reliance upon the Grantee affirmations set forth below, the Grantor agrees to make, and the Grantee agrees to accept, a grant in the amount of **(INSERT DOLLAR AMOUNT)** (“Grant”). Payment of the Grant will be made by the Grantor in a single disbursement within approximately ten (10) business days of the execution of this Agreement and Grantor’s receipt of Grantee’s signed W-9.

GRANTEE ACKNOWLEDGES THAT ITS RECEIPT OF THE GRANT MAY BE CONSIDERED TAXABLE INCOME BY THE U.S. INTERNAL REVENUE SERVICE, AND/OR THE MICHIGAN DEPARTMENT OF TREASURY. GRANTEE IS STRONGLY URGED TO CONSULT WITH A TAX PROFESSIONAL TO DETERMINE THE FEDERAL, STATE AND/OR CITY TAX IMPLICATIONS OF RECEIPT OF FINANCIAL OR TECHNICAL ASSISTANCE. THE GRANTOR WILL ISSUE A FORM 1099 TO GRANTEE.

2. Grantee Affirmations:

- a. Grantee affirms that all of its representations in the Application submitted to Grantor are true and accurate as of the date of this Agreement
- b. Grantee affirms that the Grant shall be used by the Grantee only:
 - i. for the benefit of Grantee’s business at the address referenced in this Agreement;
 - ii. for Grantee’s business expenses identified in the Application, including, but not limited to payroll expenses, rent, mortgage payments, utility expenses, or other similar expenses that occur in the ordinary course of its business (“Approved Uses”); and

- iii. shall not be used at any time for any of the following purposes: to induce a qualified business, or small business to leave the City of Niles; to contribute to the violation of internationally recognized workers' rights, of workers in a country other than the United State; to fund an entity incorporated in a tax haven country; to carry on propaganda or otherwise attempt to influence specific legislation; to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; and to make a grant to any individual for travel, study or other similar purposes or to make a sub-grant to any other organization.
 - c. Grantee affirms that it will maintain its primary business location within the City of Niles for a minimum of three years from the date of this Agreement.
 - d. Grantee affirms that within forty-five (45) days of Grantor's disbursement of the Grant, Grantee will provide Grantor with information and documentation sufficient to Grantor that the Grant has been expended in accordance with the terms of this Agreement. In addition, at Grantor's request, Grantee affirms that it will provide Grantor the following information:
 - i. amount of other financial support received by Grantee;
 - ii. the actual number of jobs created, if any, and the average annual salary of any jobs created;
 - iii. the actual number of, jobs retained, and the average annual salary of retained jobs; and
 - iv. any additional information requested by the Grantor pertinent to this Agreement.
3. **Repayment/Remedies.** Grantee acknowledges and agrees that the Grant is subject to repayment to the Grantor in the event:
- a. Grantee has made material misrepresentations to the Grantor in its Application, or Grantee uses the Grant for purposes other than the Approved Uses, or
 - b. the Grantee fails to provide the information and documentation required in Section 2(d) above, or
 - c. the Grantee fails to otherwise comply with the requirements of this Agreement.
 - d. Grantor further retains all rights and remedies allowed in law or equity, including seeking payment of its reasonable costs and expenses incurred enforcing its rights and remedies.
4. **Maintenance of Records.** Grantee shall maintain records of all activities, including but not limited to financial records, receipts, and expenditures, relating to the Grant. Grantee shall promptly provide the Grantor with copies of all records relating to the Grant, and the use thereof, for the purpose of complying with any requirements imposed by the City of Niles and for making such financial audits, verifications, or Program evaluations as the Grantor deems reasonably necessary. Grantee shall retain all records relating to the Grant, along with a copy of the Application and other documents submitted to the Grantor, for at least seven (7) years following the execution of this Agreement.

5. **LMI Job Creation and Retention Records.** Records regarding employment levels, pay scales and other grant related requirements will be monitored by the Grantor at least annually for ongoing compliance for three (3) years, as related to and required by the Community Development Block Grant.

6. **Miscellaneous.**

- a. Grantee may not assign any of its rights or obligations this Agreement to any person or entity.
- b. This Agreement may only be modified, amended, or terminated with the written consent of the Parties. If any provision of this Agreement shall be prohibited or invalid under applicable law, it shall be ineffective only to such extent, without invalidating the remainder of this Agreement. This Agreement shall be interpreted in accordance with the laws of the State of Michigan.
- c. Grantee acknowledges that this Agreement represents the entire agreement between the Grantor and Grantee, and the terms of such documents may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements that have or will be exchanged between the Grantor (including its officers, employees, and agents) and Grantee.
- d. This Agreement may be signed in counterparts and delivered by fax or in .pdf form or other electronic format, and in any such circumstances, shall be considered one document and an original for all purposes.

In witness whereof, the Parties have executed this Agreement as of the day and year first above written.

GRANTOR:
CITY OF NILES

GRANTEE:
(INSERT BUSINESS NAME),

By: Nick Shelton
Its: Mayor, City of Niles

By: _____
Its: _____

Checks will be mailed to the address indicated in the preamble of this Agreement and on the Grantee's W-9. Should Grantee wish to receive the check at a different mailing address, please identify and confirm the address below:

_____, Michigan, _____
(Street and house/building number) (City) (Zip Code)