

To all applicants and intake staff:

4 pages of the application follow this cover page.

p14# 27

All owners (with ownership over 20%) must sign the signature page.

pp12-13 #26

One owner must initial the *Statement of Understanding*.

p17

One owner must sign the *Authorization to Release Insurance Information*.

Thank you!

SCPDC Loan Staff

27. SIGNATURES

All owners with at least 20% ownership must sign the application, or the applicant must provide a Board of Resolution Authority to sign for the applicant company. Please attach additional pages if necessary.

APPLICANT BUSINESS NAME: _____

Owner Name: _____

Signature: _____

Title: _____

Date: _____

Owner Name: _____

Signature: _____

Title: _____

Date: _____

Owner Name: _____

Signature: _____

Title: _____

Date: _____

Owner Name: _____

Signature: _____

Title: _____

Date: _____

Owner Name: _____

Signature: _____

Title: _____

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Owner Name: _____

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Owner Name: _____

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Title: _____

Date: _____

Owner Name: _____

Signature: _____

Title: _____

Date: _____

Owner Name: _____

Signature: _____

Title: _____

Date: _____

Owner Name: _____

Signature: _____

Title: _____

Date: _____

*** THE FOLLOWING PAGES MUST BE COMPLETED BY HAND ***

26. STATEMENT OF UNDERSTANDING (Please read and initial each paragraph if you agree)

Information Verification

For determination of eligibility, the applicant should submit information requested in the Application Checklist. In the event that additional information not included with the initial application checklist is required to obtain an approval for the application, the undersigned agrees to provide that information in a timely manner to the loan officer processing the request.

The Office of Community Development (OCD) will review all applicants for “Duplication of Benefit.” The undersigned understands that the Restore Louisiana Small Business Loan Program (RSBL) and its subrecipients have the authority to confirm application and award status with the SBA. If it is found that you received an SBA loan, flood insurance, private insurance, philanthropy or other state or federal benefits or financial assistance for your business for the purpose of working capital expenses (i.e., wages and benefits, inventory, etc.) or equipment due to the eligible disaster events and that you are now applying to receive an award for the same purpose, your award amount will be based on the unmet need remaining.

The undersigned also authorizes RSBL and its subrecipients to obtain **federal and state tax returns, personal credit reports and business credit reports**, and also acknowledges that all information relative to the loan request, including the application and related documentation, becomes the property of RSBL and will not be returned to the applicant.

Income Tax Reporting.

The undersigned understands that an IRS 1099G will be issued to award recipients. Award recipient understands that all or a portion of the grant funds may be treated as taxable income for U.S. or state income tax purposes.

Federal Debarment.

The undersigned understands that his or her business cannot be on the federal debarment list. (www.sam.gov)

Public Announcements.

If the award recipient wishes to issue a public announcement concerning this award, the text of the proposed announcement must be submitted to the RSBL for review and approval prior to the release date. The Office of Community Development (OCD) must be mentioned in any public announcements. Approval shall not be unreasonably withheld.

No Right of Assignment or Delegation.

The award recipient may not assign or otherwise transfer its rights or delegate any of its obligations under this letter unless expressly approved by OCD.

Revocation.

RSBL reserves the right to revoke this award if the funds are not used for the stated purpose. The award recipient understands and agrees that revocation of this award will require the return of all funds disbursed. The business will be obligated to repay some or all funds received under this program in the event that (a) its application including any information provided therewith or thereafter contains any material misrepresentations; or (b) the award was made in error and the applicant is not entitled to some or all assistance under the Program Guidelines.

Monitoring and Records

- a) This award may be used only for the purposes stated herein. Documents providing evidence of the use of the funds from this award shall be retained by award recipient for five years from the date of disbursement of the initial installment of the award.
- b) OCD and its subrecipients reserve the right to monitor usage of award funds. Such monitoring will include review that the entire amount of the award was used only for the expenses as specified above in accordance with your proposal.
- c) OCD and/or its subrecipients may, during regular business hours and on reasonable notice to award recipient inspect, audit, or copy records pertaining to this award. It is further agreed that the Office of Community Development Disaster Recovery Unit, Legislative Auditor of the State of Louisiana, Division of Administration, and/or the U.S. Department of Housing and Urban Development auditors or auditors contracted by them shall have the option of auditing all records and accounts of award recipient that relate to this grant at any time during normal business hours, as often as deemed reasonably necessary, to audit, examine, and make excerpts or transcripts of all relevant data.
- d) Awardees failure to cooperate in such review will result in forfeiture of the award Amount and awardee will be responsible for repaying the full amount of funds disbursed.

Information Access and Sharing:

The undersigned gives permission to RSBL to confidentially discuss any application information with all subrecipients involved with this Program, as well as the Louisiana Chamber of Commerce Foundation, Inc. that will provide technical assistance services for this program if requested by the subrecipient. The applicant also gives permission to RSBL and its subrecipients to use its name in its Annual Report and in its marketing materials. No financial details will be released, except possibly the award amount, as this is considered public information.

Affirmation of Information Provided in Application.

By the applicant's signature below, the applicant represents and warrants that he/she has read this application and Statement of Understanding and attests that all information and documentation furnished in connection with the application is true, accurate and complete to the best of his/her knowledge and that any regulations relative to the RSBL program will be followed. Individuals and/or businesses found to be willfully providing fraudulent information may be prosecuted.

29. Authorization to Release Insurance Information

Business Name: _____

Federal Tax ID # _____

I (Name) _____ hereby authorize (Ins. Company) _____

to release any insurance data in my file(s) that provides details on insurance coverage or claim for Laura/Delta and/or Ida/May Floods of 2021 in Louisiana to the Louisiana Office of Community Development or their duly authorized representatives or agents. This data will be used to assist in eligibility verification for the Restore Louisiana Small Business Loan Program.

Signature

Date

Signature

Date