

## **Statement of Assurances**

In connection with the City of Weed’s Microenterprise Grant Program (the “Program”) funded by the State of California Department of Housing and Community Development (the “State”) and administered by the City of Weed and the Siskiyou County Economic Development Council (“SCEDC”), the undersigned, constituting an authorized representative of the below-referenced applicant business (the “Applicant”), acknowledges and agrees, on behalf of the Applicant, that the State, City of Weed, and SCEDC as the designated intermediary of the Program, each may rely on the below certifications in determining the Applicant’s eligibility for the Program and receipt of a grant under the Program.

The undersigned further acknowledges and agrees that if:

- i. any of the following certifications are untrue,
- ii. the Applicant knowingly makes any false or misleading statement or material omission in the information or materials required or requested from the Applicant, or
- iii. the Applicant uses any grant funds for any unauthorized purpose, the State, City of Weed, and/or SCEDC may require the Applicant to repay such grant funds or take any other legal or equitable recourse available, including, without limitation, by seeking remedies for fraud.

By executing this document, the Applicant hereby certifies to all of the following (please initial next to each of the certifications below):

\_\_\_ 1. The undersigned signatory is a duly authorized representative and owner of the Applicant and has full authority to make the certifications referenced herein on the Applicant’s behalf.

\_\_\_ 2. The Applicant is currently an active business in Weed, California. The Applicant is currently operating. The Applicant acknowledges and agrees that if the Applicant receives a grant and the Applicant’s business ceases to operate, the Applicant may be subject to return of all or any portion of such grant.

\_\_\_ 3. The Applicant has a principal office in Weed, CA, and, subject to the certification made in (2), above, is presently operating in Weed, CA.

\_\_\_ 4. If a grant is received by the Applicant, such grant funds will be used only to cover one or more of the following costs and/or expenses of the Applicant as stated in the Program Guidelines adopted by the City of Weed:

\_\_\_ 6. If a grant is received by the Applicant, no portion of the grant funds will be used for any purposes other than those listed in (5) above. Specifically, no portion will be used for the following costs and/or expenses:

- a. human resource expenses for the State share of Medicaid;
- b. employee bonuses or severance pay;
- c. tax payments;
- d. legal settlements;
- e. personal expenses or other expenses unrelated to direct business activities;

- f. expenses for repairs from damage covered by applicable insurance; or
- g. reimbursement to donors for donated items or services. The Applicant acknowledges and agrees that if all or any portion of the grant funds are used for any unauthorized purposes, the State of California may hold the undersigned, the Applicant and/or any other owner thereof legally liable including for possible charges of fraud.

\_\_\_ 7. The Applicant acknowledges and agrees that the Applicant is not one or more of the following types of businesses deemed ineligible to receive a grant under the Program:

- a. a government entity (other than an entity owned and/or operated by a Native American tribe) or elected official office;
- b. a business primarily engaged in political or lobbying activities;
- c. a passive business, investment company or investor who files a Schedule E on its tax returns;
- d. a church or other religious institution;
- e. a financial business primarily engaged in the business of lending, such as a bank, finance company or factoring company;
- f. a business engaged in any activity that is illegal under federal, state or local law;
- g. a business of a prurient sexual nature, including a business which presents live performances of a prurient sexual nature or a business which derives directly or indirectly more than de minimis gross revenue through the sale of products or services, or the presentation of any depictions or displays, of a prurient sexual nature;
- h. a business engaged in any socially undesirable activity or activity that may be considered predatory in nature such as rent-to-own businesses or check cashing businesses;
- i. a business that restricts patronage for any reason other than capacity;
- j. a speculative business;
- k. a business that is affiliated (as such term is defined in 13 C.F.R. § 121.103) with another Applicant; or
- l. a business, franchise or location of which the undersigned has already applied for and received a grant under the Program.

\_\_\_ 8. The Applicant understands that it is ineligible to receive a grant under the Program if any owner of greater than 20% of the equity interest in the Applicant:

- i. has within the prior three-years been convicted of or had a civil judgment rendered against such owner, or has had commenced any form of parole or probation (including probation before judgment), for
  - A. commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction,
  - B. violation of federal or state anti-trust or procurement statutes, or
  - C. commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or

- ii. is presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in subparagraph (i) above.

\_\_\_ 9. The Applicant has not and will not apply for or receive any other grant through or under the Program. Further, no majority owner of the Applicant has applied for or received, nor will any majority owner of the Applicant apply for or receive, any other grant through or under the Program on behalf of any other business for which such person is also a majority owner. The undersigned hereby represents and warrants, as the owner of the Applicant, that the Applicant is the undersigned's eligible business with the highest gross revenue. The Applicant agrees that if a second award is issued, then one or both awards will be voidable at the discretion of the State, The City of Weed and SCEDC, as applicable.

\_\_\_ 10. The Applicant acknowledges and agrees that, if the Applicant is representing itself as being women-owned, veteran-owned or owned by one or more of the following racial or ethnic groups (as indicated on the Applicant's application)

- i. African American/Black,
- ii. Asian,
- iii. Native American or Alaska Native,
- iv. Native Hawaiian or Pacific Islander, or
- v. Latino/Latina/Hispanic

for the purposes of establishing status as underserved for a grant under the Program, then, in each case, at least 51% of the Applicant's business must be owned by such persons and at least 51% of the Applicant's business must be run on a daily basis by such persons to satisfy such priority requirement. The Applicant, in reliance on the foregoing grant priority, certifies that it meets the foregoing priority requirements. (Please initial if the Applicant is either relying on the foregoing priority requirement or if the foregoing priority requirement is inapplicable to the Applicant.)

\_\_\_ 11. The undersigned, on behalf of the Applicant, hereby authorizes the State of California and its designated authorized representatives, including without limitation The City of Weed and SCEDC, to request access to, and to review, the Applicant, the Applicant's tax return information and other information related to the Applicant and its owners that may be requested by such representatives, which may include an investigatory background check of the Applicant or its owners. The Applicant acknowledges that SCEDC will confirm the Applicant's eligibility for the Program and the eligible grant amount thereunder based, in part, on the tax and other documents provided by the Applicant, and the State of California, The City of Weed, and SCEDC, may rely on such confirmation and tax and other documents in making a grant to the Applicant. The Applicant further affirms that the tax return information provided in connection with the Program is identical to the tax return information submitted to the Internal Revenue Service. The Applicant understands, acknowledges and agrees that the State of California and its authorized representatives, including without limitation The City of Weed and SCEDC, may share such tax information with local, state and federal authorized representatives, including

without limitation for the purpose of compliance with federal, state, or local laws and regulations.

\_\_\_ 12. Any and all information provided by or on behalf of the Applicant, including without limitation the information contained in the Applicant's grant application submitted for the Program and any and all information provided in support of Applicant's application under the Program is and will be true and accurate in all material respects.

\_\_\_ 13. The Applicant acknowledges that the State of California, The City of Weed and SCEDC are each relying upon the certifications made in this document in addition to any other certifications made by the Applicant in connection with its application for the Program. The Applicant further acknowledges and agrees that all certifications made by the Applicant in connection with the Program are made in good faith.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
EIN #/SSN #/ITIN #

\_\_\_\_\_  
Applicant Business Name

\_\_\_\_\_  
Applicant Business Address