

GrantNo. _____

Happy Valley Business Assistance Program
Grant Award Acceptance Agreement

The City Council passed a resolution to establish an emergency business relief program to support small businesses in the [City of Happy Valley](#). Due to the COVID-19 pandemic, many local businesses are in a state of uncertainty and financial strain. This program provides lease, rental, or mortgage assistance for local businesses that had to temporarily close or reduce services as a result of a government order. As of 4/2/2020, this includes [Governor's Executive Order 20-07](#) , [20-10](#) and [20-12](#).

The program provides a reimbursement of up to \$7,500 per month for two months (for a maximum award of \$15,000) to eligible businesses for lease, rental, or mortgage assistance for the months of April, May or June. The funding available is being allocated on a first come, first served basis. The program is in effect during the City of Happy Valley's declared state of emergency or until program funds are exhausted.

Awardee (Business Name): _____

Address: _____

Phone Number: _____

Month(s) being reimbursed to the business owner?

☐ April _____

☐ May _____

☐ June _____

Total Reimbursement Amount _____

Month(s) being reimbursed to landlord/mortgage holder?

☐ April _____

☐ May _____

June _____

Total Reimbursement Amount _____

Reference for Mortgage or Lease if available _____

Name of Lessor/Mortgage Company: _____

Address of Lessor/Mortgage Company: _____

GrantNo. _____

By signing this Agreement, Awardee agrees to:

- Certify that all information provided in the application is true and correct;
- Adhere to program guidelines and Terms & Conditions (Attachment A);
- Assume responsibility and accountability for funds received;
- Use grant award for lease, renter mortgage payment for the months of April, May and/or June;
- Return any unused portions of the award to the City of Happy Valley.

Please remit a signed copy of this Agreement and a completed IRS W-9 form to the City of Happy Valley
admin@happyvalleyor.gov

Awardee Signature: _____

Submit

Attachment A
General Terms & Conditions

1. Applicant/awardee certifies that it meets all eligibility criteria for funding, which includes the following:
 - Business has a Happy Valley business license that was issued prior to the issuance of the grant award and has paid in full for any years the business hadn't renewed.
 - Business operates out of a physical commercial storefront within the limits of the City and has a lease, rent or mortgage payment on the property.
 - Individual food carts that have a stationary physical location are eligible, but not the property owner.
 - Business owners who have independent contractors (i.e. salons) are eligible but must sign agreement to not charge rent to independent contractors during the months they receive the grant award.
 - Business must not have more than 2 locations nationwide.
 - Business is under a mandatory closure or change in service guideline (by state, federal or local gov) due to COVID-19. As of 4/2/2020, this includes the following:
 - [Governor's Executive Order 20-07](#)
 - [Governor's Executive Order 20-10](#)
 - [Governor's Executive Order 20-12](#)
 - Note, due to the [Governor's Executive Order 20-22](#) allowing non-urgent health care procedures to resume May 1, 2020, medical, dental, and other healthcare facilities will only be eligible for reimbursement of one-month's rent, lease, or mortgage payment.
 - Business verifies they intend to continue operations when government orders are lifted.
 - Business will be asked on application to provide proof they applied for the Small Business Administration Paycheck Protection Program, or a reason stating why they did not apply. However, this requirement will not impact eligibility.
2. Applicant/awardee disclosed any rent, lease or mortgage abatement or forgiveness on the application form, or via email to admin@happyvalleyor.gov if notified of abatement after application submittal.
3. If rent, lease or mortgage payment is greater than \$7,500, applicant/awardee will submit the difference to the lessor or mortgage holder prior to the City providing the grant award.
4. If the applicant/awardee receives the grant directly, they agree to submit an [IRS W-9 Taxpayer Identification Number & Certification](#) to the City before funds will be released. This may result in an IRS 1099-Misc Income Statement being generated and sent to the awardee at the end of the year. If the City is able to pay the property owner or mortgage holder directly on behalf of the applicant/awardee, the applicant/awardee will work with their property owner or mortgage holder to submit an [IRS W-9 Taxpayer Identification Number & Certification](#) to the City before funds will be released. This may result in an IRS 1099-Misc Income Statement being generated and sent to the property owner or mortgage holder at the end of the year.
5. Applicant/awardee acknowledges that the City may provide the grant assistance directly to the property owner or loan holder.
6. Applicant/awardee who receives grant funds agrees to use award funds only for rent, lease, or mortgage payments.
7. The City retains the right to request that applicants/awardees return award funds, in part or in whole, should it be determined that information provided on the application was false, or that funds were used for purposes other than those specified in the application.
8. Program will operate on a first-come, first-serve basis with a maximum \$500,000 available citywide, unless expanded through additional State or Federal funding.