

Main Street Relief Fund Agreement and Certification

Record Retention:

If an Award is made as a result of this Application, for the period March 1 to December 30, 2020 and for three (3) years thereafter, at any time during the Applicant/Awardee's normal business hours, and as often as the State, or federal agency auditors, shall demand, the Applicant/Awardee shall make available to the State or federal auditors all records pertaining to matters covered by this Application and any resulting Award. The Applicant/Awardee shall permit the State, or federal auditors, to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, and other information relating to all matters covered by this Application and any resulting Award.

If an Award is made as a result of this Application, the Applicant/Awardee is required to retain, at a minimum, payroll records, business expense records, and business revenue records. Any award resulting from this application may be subject to State or federal audit requirements.

Close out and recoupment:

On or before April 15, 2021, the Applicant/Awardee shall submit a report of their actual 2020 gross business receipts, excluding this award, to the Department of Revenue Administration (DRA). The report shall be made on a form prescribed by the DRA, and shall be included in the Tax Year 2020 New Hampshire Business Tax return of the Applicant/Awardee, or submitted in an otherwise acceptable manner as determined by DRA. DRA will provide GOFERR with a report of the difference in actual gross business receipts from 2019 to 2020 for each awardee. If the actual business loss is not at least as much as represented by the Applicant/Awardee as the basis for this Application, the award may be subject to recoupment in whole or in part. The State's right to seek recoupment shall not be limited to the excess of the award over total COVID-19 expenses or revenue loss.

Certification:

Applicant/Awardee hereby certifies that all information provided in this application is complete, accurate, and up-to-date as of the date specified below. Applicant/Awardee further certifies that there are no willful misrepresentations of information provided. Applicant/Awardee understands that it is his/her responsibility to immediately notify DRA in regards to any changes, corrections, or updates to the information provided.

Binding Contract:

Applicant/Awardee understands and agrees that, while there is no legal obligation for the State to make an award to Applicant/Awardee based on this application, this application will be used to determine Applicant/Awardee eligibility for an award and considered in the amount of the awards to be made to all applicants. **Applicant/Awardee understands, agrees and accepts that this application, and the terms contained herein, will become a binding contract if the determination is made to provide Applicant/Awardee with an award in any amount.**

Public Disclosure Notification:

The names and business addresses of all Applicants and the names, business addresses and amount of any award actually made to all Applicants/Awardees will be public information, subject to disclosure and may be posted on the GOFERR website. RSA 21-J:14 shall not apply to this Application, and DRA will share the information contained within this Application with GOFERR. DRA and GOFERR will assert that the other information requested in this application is confidential financial information that is exempt from disclosure under RSA 91-A:5,IV, unless ordered to disclose such information by a court of competent jurisdiction.

Agreement to Electronic Signature:

By submitting this application and checking the box for acceptance, Applicant/Awardee agrees and accepts use of its electronic signature as binding and final in accordance with all terms of RSA 294-E, the Uniform Electronic Transactions Act.

Authority to Sign:

Applicant/Awardee understands and agrees that by submitting this application, it is certifying that the person named in the signature block has authority to bind the business entity and that the State is entitled to rely on this certification as actual and apparent evidence of authority to bind the business entity.

Authorized Signature

Authorized Signor: Title

Date