

Live Venue Relief Program Agreement and Certification

Record Retention:

If an award is made as a result of this Application, the Applicant/Awardee is required to retain all records pertaining to matters covered by this Application and any resulting award, including, but not limited to, all income, expense, and payroll records. Any award resulting from this Application may be subject to Governor's Office for Emergency Relief and Recovery (GOFERR) (hereinafter "State") or federal audit requirements. For the period March 1 to December 30, 2020, and for five (5) years thereafter, at any time during the normal business hours of the Applicant/Awardee, and as often as the State, or federal 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 records, including, but not limited to, all income received, contracts, invoices, materials, payrolls, records of personnel, and other information pertaining to all matters covered by this Application and any resulting award.

Continued Operations:

Applicant/Awardee expressly warrants and agrees that as a condition of receiving this grant it will continue business operations, or resume operations as soon as practicable under all applicable public health guidelines governing public gatherings, for a minimum of two (2) years from the date of any award resulting from this Application.

Close Out and Recoupment:

If an award is made as a result of this Application, Applicant/Awardee shall submit a final report electronically through GOFERR's Grant Management System by January 31, 2021, demonstrating all costs of business interruption due to COVID-19, including necessary business expenditures incurred due to the public health emergency with respect to COVID-19, and/or total decreased or lost revenue as a result of COVID-19, that occurred between March 1, 2020 and December 30, 2020. Revenue loss shall be supported by submission of calendar year 2019 documentation of total revenue received and calendar year 2020 total revenue received. The report shall also include all other COVID-19 relief or assistance received from any source during the reporting period. Such accounts shall be supported by receipts, invoices, bills, tax and accounting records, and other similar documents. The amount of this grant shall be excluded from the calculation of total revenue for 2020. If the actual costs of business interruptions are not at least as much as represented by the Applicant/Awardee on 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 lost revenue.

Binding Contract:

The Applicant/Awardee understands, agrees and accepts 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 the eligibility of the Applicant/Awardee for an award. The

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 the Applicant/Awardee with an award in any amount.

Public Disclosure Notification:

The business names and addresses of all Applicants, and the amount of every award made to all Applicants/Awardees, will be public information, subject to disclosure, and may be posted on the GOFERR website. GOFERR will assert that any information obtained through the Live Venue Relief Program other than business names and addresses, and award amounts, 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.

Certification:

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

Agreement to Electronic Signature:

By submitting this Application and checking the box for acceptance, the Applicant/Awardee understands, 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:

The Applicant/Awardee understands, agrees and accepts 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.