

Main Street Relief Fund 2.0 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, gross receipts, income, and payroll records. Any award resulting from this Application may be subject to 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.

Close Out and Recoupment:

If an award is made as a result of this Application, on or before April 15, 2021, the Applicant/Awardee shall submit a report of its actual 2020 gross receipts, excluding the award, to the New Hampshire 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 receipts from 2019 to 2020 for each Applicant/Awardee. If the actual loss of gross receipts is 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 expenses and/or 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:

RSA 21-J:14 and RSA 282-A:118 shall not apply to the business names and addresses of all Applicants, and the amount of each award made to all Applicants/Awardees, which will be public information, subject to disclosure, and may be posted on the website of the Governor's Office for Emergency Relief and Recovery (GOFERR). RSA 21-J:14 and RSA 282-A:118 shall not prevent sharing of information for the administration of Main Street Relief Fund (MSRF) 2.0 between DRA, the New Hampshire Department of Employment Security (NHES), and the

Governor's Office, including GOFERR. DRA, NHES, and the Governor's Office, including GOFERR, will assert that any information obtained through MSRF 2.0 other than business names and addresses, and award amounts, is subject to RSA 21-J:14, RSA 282-A:118, and/or 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 the State 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 and that the State is entitled to rely on this certification as actual and apparent evidence of authority to bind the business.