

**Agriculture COVID-19 Relief Fund – Non-Dairy Producers
Agreement and Certification**

1. **SCOPE OF ALLOWABLE USE OF FUNDS:** In exchange for grant funds from the Coronavirus Relief Fund (CRF) established by the CARES Act, H.R. 748, Section 5001 on March 27, 2020, provided by the United States Department of Treasury, CFDA number 21.019 to the State of New Hampshire, acting through the Department of Agriculture (hereinafter referred to as “AGRICULTURE”), the Applicant/Grantee (hereinafter referred to as “the Grantee”) agrees and covenants that the funds will be used solely for an allowable purpose as defined in H.R. 748, Section 5001, for which the Grantee has not received payment or reimbursement from any other source, defined as: Necessary business expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or decreased or lost revenue as a result of Coronavirus Disease 2019 (COVID–19) that occurred between March 1, 2020 and December 30, 2020. (Note – There is no Federal Award Identification Number (FAIN) known to the State for this award).

2. **EFFECTIVE DATE: COMPLETION OF GRANT:** This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Application by AGRICULTURE. The award must be expended in its entirety prior to December 30, 2020. A final report is due by January 15, 2021, as provided in paragraph 9.

3. **GRANT AMOUNT:** The payment by AGRICULTURE of the Grant Amount shall be the only, and the complete payment to the Grantee for all COVID-19-related expenses and/or lost revenue, of whatever nature, incurred by the Grantee and claimed as allowable under this Agreement. To the extent that the Grant Amount does not cover all of the Grantee’s allowable expenses and/or lost revenue, nothing in this Agreement shall be construed to limit the Grantee’s ability to pursue other COVID-19 relief that may be available. However, under this Agreement, AGRICULTURE shall have no liabilities to the Grantee other than the Grant Amount.

4. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS:** In connection with the use of this Award, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, State, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

5. **RECORDS AND ACCOUNTS:** Between the Effective Date and December 30, 2025, the Grantee shall keep all records pertaining to matters covered by this Agreement, including, but not limited to necessary business expenditures incurred due to the public health emergency with respect to COVID–19 or decreased or lost revenue as a result of COVID–19 that occurred between March 1, 2020 and December 30, 2020. Such accounts shall be supported by receipts,

invoices, bills and other similar documents and tax or accounting records.

Between the Effective Date and December 30, 2025, at any time during the Grantee's normal business hours, and as often as AGRICULTURE, the Governor's Office for Emergency Relief and Recovery (GOFERR), the U.S. Department of Treasury, or the United States Office of Management and Budget (OMB) shall demand, the Grantee shall make available to AGRICULTURE, GOFERR, the U.S. Department of Treasury, or OMB, all records pertaining to matters covered by this Agreement. The Grantee shall permit AGRICULTURE, GOFERR, the U.S. Department of Treasury, or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee.

6. EVENT OF DEFAULT: REMEDIES:

Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Event of Default"):

Failure to submit any report required hereunder; or

Failure to maintain, or permit access to, the records required hereunder; or

Failure to perform any of the other covenants and conditions of this Agreement.

Upon the occurrence of any Event of Default, AGRICULTURE may take any one, or more, or all, of the following actions:

Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from AGRICULTURE, any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement or the Coronavirus Relief Fund, H.R. 748, Section 5001; and

Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

7. GRANTEE'S RELATION TO AGRICULTURE: In the performance of this Agreement the Grantee, its employees, and any subcontractor of the Grantee are in all respects beneficiaries of the CRF, and are neither agents nor employees of AGRICULTURE or GOFERR. Neither the Grantee nor any of its officers, employees, agents, members, or subcontractors, shall have authority to bind AGRICULTURE, nor are they entitled to any of the benefits, workmen's compensation, or emoluments provided by AGRICULTURE to its employees.

8. WAIVER OF BREACH: No failure by AGRICULTURE to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of AGRICULTURE to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

9. REPORTING: The Grantee shall submit a final report electronically to AGRICULTURE by January 15, 2021 demonstrating all necessary business expenditures incurred due to the public health emergency with respect to COVID-19 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, if not provided as part of a submitted application. The report shall also include all other COVID-19 relief or assistance from any source, that was received between March 1, 2020 and December 30, 2020. Such accounts shall be supported by receipts, invoices, bills and other similar documents and tax or accounting records. The Grant Amount shall be excluded from the calculation of total revenue for 2020. To the extent that the Grantee's allowable expenses and/or lost revenue incurred during the period March 1, 2020 to December 30, 2020 as a result of COVID-19 are less than the Grant Amount, any excess must be returned to the State with the report and is subject to recoupment.

10. CONSTRUCTION OF AGREEMENT AND TERMS: This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

11. PUBLIC DISCLOSURE NOTIFICATION: The names and business addresses of all Applicants/Grantees and the names, business addresses and amount of any award actually made to all Grantees will be public information, subject to disclosure and may be posted on the GOFERR website. GOFERR will assert that the other financial information submitted in support of this award in an application or report 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.

12. CERTIFICATION: The Applicant/Grantee hereby certifies that all information provided in or attached to this application is complete, accurate, and up-to-date as of the date specified below. The Applicant/Grantee further certifies that there are no willful misrepresentations of

information provided. The Applicant/Grantee understands that it is his/her responsibility to immediately notify AGRICULTRE/GOFERR in regards to any changes, corrections, or updates to the information provided.

13. **BINDING CONTRACT:** The Applicant/Grantee understands and agrees that, while there is no legal obligation for the State to make an award to the Applicant/Grantee based on this application, this application will be used to determine the Applicant's/Grantee's eligibility for an award and considered in the amount of the awards to be made to all applicants. The Applicant/Grantee 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/Grantee with an award in any amount.

14. **AUTHORITY TO SIGN:** The Applicant/Grantee 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.

15. **AGREEMENT TO ELECTRONIC SIGNATURE:** By submitting this application and checking the box for acceptance, the Applicant/Grantee 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.