

CALIFORNIA VENUES GRANT PROGRAM

Nonprofit Applicant Certifications

In connection with the California Venues Grant Program (the “Program”) funded by the State of California (the “State”) and administered by the California Office of the Small Business Advocate (“CalOSBA”) within the Governor’s Office of Business and Economic Development (“GO-Biz”) the undersigned, constituting an authorized representative of the below-referenced applicant nonprofit entity (the “Applicant”), acknowledges and agrees, on behalf of the Applicant, that the State, CalOSBA, GO-Biz and B.S.D. Capital, Inc. dba Lendistry (“Lendistry”), as the designated intermediary of the Program, each may rely on the below certifications in determining the Applicant’s eligibility for the Program and receipt of a grant under the Program.

The undersigned further acknowledges and agrees that if (i) any of the following certifications are untrue, (ii) the Applicant knowingly makes any false or misleading statement or material omission in the information or materials required or requested from the Applicant, or (iii) the Applicant uses any grant funds for any unauthorized purpose, the State, CalOSBA, GO-Biz and/or Lendistry may require the Applicant to repay such grant funds or take any other legal or equitable recourse available, including, without limitation, by seeking remedies for fraud.

By executing this document, the Applicant hereby certifies to all of the following (please initial next to each of the certifications below):

___ 1. The undersigned signatory is a duly authorized representative and executive director or other equivalent senior managing officer of the Applicant and has full authority to make the certifications referenced herein on the Applicant’s behalf.

___ 2. The Applicant meets all of the eligibility requirements for this Grant Award, including but not limited to, that Grantee meets the definition of “eligible venue” pursuant to California Government Code Section 12100.83.5(f)(2) and the definition of “eligible independent live event” pursuant to California Government Code Section 12100.83.5(f)(3).

___ 3. The Applicant is currently an active nonprofit organization pursuant to Section 501(c)(3) of the Internal Revenue Code, operating since prior to June 1, 2019. The Applicant is currently operating or has a clear plan to re-open once the State of California permits re-opening of the organization. The Applicant acknowledges and agrees that if the Applicant receives a grant and the Applicant’s organization ceases to operate, the Applicant may be subject to return of all or any portion of such grant.

___ 4. The North American Industry Classification System code(s) (NAICS code(s) and/or National Taxonomy of Exempt Entities code(s) (NTEE code(s)) identified in Applicant’s application accurately reflects the classification of industry(ies) in which Applicant operates.

___ 5. The Applicant has a principal office in the State of California as verified by the Applicant’s federal tax filings and, subject to the certification made in (3), above, is presently operating in the State of California.

___ 6. The Applicant’s organization has been adversely impacted by COVID-19 and the health and safety restrictions have resulted in business interruptions, business closures, or similar impacts incurred as a

result of the COVID-19 pandemic, making the grant request made in the Applicant's application necessary to support the ongoing operations of the Applicant.

___ 7. If a grant is received by the Applicant, such grant funds will be used only to cover the Applicant's costs resulting from the COVID-19 pandemic and related health and safety restrictions, or business interruptions or closures incurred as a result of the COVID-19 pandemic, including one or more of the following:

(a) employee expenses including payroll costs, health care benefits, paid sick, medical, or family leave, and insurance premiums;

(b) working capital and overhead, including rent, utilities, mortgage principal and interest payments (excluding mortgage prepayments), and/or debt obligations, including principal and interest, incurred before March 1, 2020;

(c) costs associated with re-opening the Applicant's operations after being fully or partially closed due to state-mandated COVID-19 health and safety restrictions and business closures;

(d) costs associated with complying with COVID-19 federal, state or local guidelines for reopening with required safety protocols, including, but not limited to, equipment, plexiglass barriers, outdoor dining, personal protective equipment (PPE) supplies, testing, and employee training expenses;

(e) any other COVID-19 related expenses not already covered (for the same period) through grants, forgivable loans or other relief through federal, state, county or city programs; or

(f) any other COVID-19-related costs that are not Excluded Expenses (as defined below).

___ 8. If a grant is received by the Applicant, no portion of the grant funds will be used for any purposes other than those listed in (7) above. Specifically, no portion will be used for the following costs and/or expenses (collectively, "Excluded Expenses"): (a) human resource expenses for the State share of Medicaid; (b) employee bonuses or severance pay; (c) tax payments; (d) legal settlements; (e) personal expenses or other expenses unrelated to COVID-19 impacts; (f) expenses for repairs from damage covered by applicable insurance; or (g) reimbursement to donors for donated items or services. The Applicant acknowledges and agrees that if all or any portion of the grant funds are used for any unauthorized purposes, the State of California may hold the undersigned, the Applicant and/or any other officer or director thereof legally liable, including, but not limited to, liability for possible charges of fraud.

___ 9. The Applicant acknowledges and agrees that the Applicant is not one or more of the following types of businesses or organizations deemed ineligible to receive a grant under the Program:

(a) a nonprofit entity not registered as a 501(c)(3);

(b) a business or organization primarily engaged in political or lobbying activities;

(c) a passive business, investment company or investor who files a Schedule E on its tax returns;

(d) a church or other religious institution, other than a school, child care, or other educational organization affiliated with a church or other religious institution where (i) greater than 50% of the gross annual revenue (as reflected on the entity's most recent federal tax return (2019)) is derived from the school, child care facility or other educational organization and (ii) the grant funds will be used only for eligible costs and expenses directly related to the school, child care, or other educational organization, and no portion of the grant funds will be used for any normal profit or overhead of the church or other religious institution;

(e) a financial business or organization primarily engaged in the business of lending, such as a bank, finance company or factoring company;

(f) a business or organization engaged in any activity that is illegal under federal, state or local law;

(g) a business or organization of a prurient sexual nature, including a business or organization which presents live performances of a prurient sexual nature or a business or organization which derives directly or indirectly more than de minimis gross revenue through the sale of products or services, or the presentation of any depictions or displays, of a prurient sexual nature;

(h) a business or organization engaged in any socially undesirable activity or activity that may be considered predatory in nature such as rent-to-own businesses or check cashing businesses;

(i) a business or organization that restricts patronage for any reason other than capacity, specifically any business or organization that illegally discriminates patronage;

(j) a speculative business, meaning a business for the sole purpose of purchasing and holding an item until the market price increases or other business principally engaged in risky activity for the chance of an unusually large profit, including but not limited to, (i) oil wildcatting, (ii) dealing in stocks, bonds, commodity futures, and other financial instruments and (iii) mining gold or silver in other than established fields;

(k) a business or organization that is affiliated (as such term is defined in 13 C.F.R. § 121.103) with another Applicant;

(l) a business or organization, franchise or location of which the undersigned or any other officer or director of the Applicant has already applied for and received a grant under the Program;

(m) a publicly traded corporation, or a business or organization majority owned and controlled by a publicly traded corporation;

(n) a business or organization that owns or operates entities in more than five states or in another country, or is owned by an entity that owns or operates entities in more than five states or in another country;

(o) a business or organization that generates less than 75% of its gross earned revenue in the State of California (as reflected on the Applicant's 2019 and 2020 State and federal tax returns); or

(p) a business or organization that demonstrates a percentage gross earned revenue decline in the State California of less than 30%, based on the reporting period comparing Q2, Q3, and Q4 of 2020, to Q2, Q3, and Q4 of 2019.

___ 10. The Applicant understands that it is ineligible to receive a grant under the Program if any officer or board member of the Applicant: (i) has within the prior three-years been convicted of or had a civil judgment rendered against such officer or board member, or has had commenced any form of parole or probation (including probation before judgment), for (A) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, (B) violation of federal or state anti-trust or procurement statutes, or (C) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or (ii) is presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in subparagraph (i) above.

___ 11. The Applicant has not and will not apply for or receive any other grant through or under the Program. Further, no executive director or equivalent senior managing officer of the Applicant has applied for or received, nor will any executive director or equivalent senior managing officer of the Applicant apply for or receive, any other grant through or under the Program on behalf of any other non-profit organization for which such person is also an executive director, or equivalent senior managing officer. The undersigned hereby represents and warrants, as the executive director or equivalent senior managing officer of the Applicant, that the Applicant is one of the highest revenue grossing entities, locations, or franchises associated with Applicant. The Applicant agrees that if a second award is issued, then one or both awards will be voidable at the discretion of the State, CalOSBA, GO-Biz and/or Lendistry, as applicable.

___ 12. The undersigned acknowledges and agrees that, if the Applicant has been or will be awarded a grant under the California Small Business COVID-19 Relief Grant Program (i.e., established under California Government Code Section 12100.83), then the amount of that grant will be subtracted from the Applicant's eligible grant award under this Program. The undersigned further acknowledges and agrees that, if the grant awarded under the California Small Business COVID-19 Relief Grant Program is greater than the eligible amount to be awarded under this Program, then the Applicant will not be eligible to receive any grant award under this Program. The Applicant may be subject to return of all or any portion of the grant funds received under this Agreement if the Applicant is determined to have received a grant under the California Small Business COVID-19 Relief Grant Program.

___ 13. The undersigned, on behalf of the Applicant, hereby authorizes the State of California and its designated authorized representatives, including without limitation CalOSBA, GO-Biz and Lendistry, to request access to, and to review, the Applicant, the Applicant's tax return information and other information related to the Applicant that may be requested by such representatives, which may include an investigatory background check of the Applicant. The Applicant acknowledges that Lendistry will confirm the Applicant's eligibility for the Program and the eligible grant amount thereunder based, in part, on the tax and other documents provided by the Applicant, and the State of California, CalOSBA and GO-Biz may rely on such confirmation and tax and other documents in making a grant to the Applicant. The Applicant further affirms that the tax return information provided in connection with the Program is identical to the tax return information submitted to the Internal Revenue Service. The Applicant understands, acknowledges and agrees that the State of California and its authorized representatives, including without limitation CalOSBA, GO-Biz and Lendistry, may share such tax information with local, state and federal authorized representatives, including without limitation for the purpose of compliance with federal, state, or local laws and regulations.

___ 14. Any and all information provided by or on behalf of the Applicant, including without limitation the information contained in the Applicant's grant application submitted for the Program and any and all information provided in support of Applicant's application under the Program is and will be true and accurate in all material respects.

___ 15. The Applicant acknowledges that the State of California, CalOSBA, GO-Biz and Lendistry are each relying upon the certifications made in this document in addition to any other certifications made by the Applicant in connection with its application for the Program. The Applicant further acknowledges and agrees that all certifications made by the Applicant in connection with the Program are made in good faith.

___ 16. The Applicant acknowledges and agrees that Applicant's receipt of a grant under the Program is subject to, and conditioned upon the satisfaction of certain requirements, including without limitation, successful submission of Applicant's application, execution of this Applicant Certification, Applicant's satisfaction of all eligibility requirements for the award, execution of a grantee agreement between Applicant and the State and Applicant's receipt of applicable grant funds. Applicant further acknowledges that Applicant's potential selection to move forward in the Program does not mean that Applicant will be determined to receive a grant award under the Program.

___ 17. Neither the Applicant nor its officers or directors are listed on the sanctions list for the Office of Foreign Assets Control of the U.S. Department of the Treasury.

Signature

Date

Print Name

Title

Applicant Organization Name

EIN

Applicant Organization Address