

# SOMERSET COUNTY RESTAURANT RELIEF FUND APPLICATION



Please email completed application to: [edc@somersetmd.us](mailto:edc@somersetmd.us) or  
Standard mail: Somerset County EDC 11916 Somerset Avenue Suite 202 Princess Anne, MD 21853

**Application Deadline- December 15, 2020**

Business Information for Financial Assistance			
Applicant Name:			
Co-Applicant Name:			
Business Name or T/A:			
Business Address:		Business Mailing Address:	
City:		Zip Code:	
Home Phone:	Work Phone:	Cell Phone:	
Email Address:			
Required Documents / Checklist			
<i>~ Program excludes Franchises, Non-Profits, and Government Entities ~</i>			
Date of Application			
Federal ID number / Business License (please attach copy)			
Completed W-9 (please attach)			
Signed Sub-Recipient Agreement (please attach)			
Property Taxes Paid	Yes	No	District / Account #
Signatures			
Applicant: _____		Date: _____	
Co- Applicant: _____		Date: _____	
Office use only			
Application Reviewed (initials) _____		Date: _____	
Approved Signature: _____		Date: _____	
County Authorization: _____		Date: _____	
<small>Program expires December 31, 2020</small>			

**COMMISSIONERS FOR SOMERSET COUNTY**

11916 SOMERSET AVENUE, ROOM 111  
PRINCESS ANNE, MARYLAND 21853  
TELEPHONE 410-651-0320, FAX 410-651-0366

**COMMISSIONERS**

CRAIG N. MATHIES, SR., PRESIDENT  
CHARLES LAIRD, VICE-PRESIDENT  
REX SIMPKINS  
ELDON WILLING  
RANDY LAIRD



**COUNTY ADMINISTRATOR-CLERK**

RALPH D. TAYLOR

**COUNTY ATTORNEY**

KIRK G. SIMPKINS

**RESTAURANT RELIEF GRANTEE AGREEMENT**

**Eligible Grantees Agreement - COVID-19 State Assistance Program**

**THIS ELIGIBLE GRANTEE RESTAURANT OWNER AGREEMENT** ("Grantee Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between, \_\_\_\_\_, a **Somerset County Restaurant Owner** determined to be an **Eligible Grantee** ("Grantee") and the **Somerset County Economic Development Commission**, ("Sub-Recipient") as authorized by Somerset County Commissioners ("Recipient") through a sub-recipient agreement signed on November 10, 2020.

WHEREAS, the Grantee has entered into an agreement ("**GRANTEE AGREEMENT**") with the **Sub-Recipient**, for the **Restaurant Relief Funding** provided from Maryland's Rainy Day Fund through Governor Hogan's Economic Recovery Package for an amount to be determined through the application/allocation ratio analysis (**\$3,500 estimated**) of the total Somerset County allocation from the State in the amount of **\$113,861**;

WHEREAS, the Somerset County Restaurant Relief Funding allocation in the amount of **\$113,861** is to be used by the Sub-Recipient for the purpose of making grants to "eligible restaurants" within Somerset County to promote and encourage stabilization for those restaurants impacted by COVID-19 as described herein:

Grants to be made by Sub-Recipient to each Grantee for that purpose are hereinafter referred to as "Eligible Grants". Grantee may only use Eligible Grant proceeds to fund costs as described herein:

1. Eligible Grants

(i) Sub-Recipient shall solicit grant applications for grants from the Restaurant Relief Funding Program from all potentially eligible restaurants (excludes Franchises, Non-Profits, and Governmental Entities) within its jurisdiction.

(ii) Applications for grants from the Restaurant Relief Funding Program shall include a request for demographic information (see attached), which is voluntary.

(iii) Costs that Grantee may fund with grant proceeds from the Program include:

- Working capital, such as rent, payroll, and job training
- Purchase of equipment and services to expand outdoor dining, such as tents, heaters, warmers, and carts
- Infrastructure improvements, such as HVAC system upgrades
- Technology to support carryout and delivery
- Purchase of PPE and disposable food containers and utensils
- Sanitization services
- Any other costs permitted under a COVID-19 restaurant assistance program that Recipient, Sub-Recipient, or any municipal corporation located within Recipient's jurisdiction, may already be operating as of the effective date of this Grantee Agreement

(v) Eligible Grants shall be disbursed to Grantees no later than December 31, 2020, unless that date is extended, in writing, by the Department.

2. Grantee shall permit any duly authorized representative of the Sub-Recipient, Recipient, the Department of Commerce (the "Department") or the State of Maryland (the "State") to inspect and audit all records and documents of Grantee relating to the Grant. Any inspections and/or audits under this Restaurant Relief Grantee Agreement shall be made at reasonable times. Grantee shall maintain records and documents concerning the Grant for a period of five (5) years from the date of this Grantee Agreement.

3. Sub-Recipient shall require all eligible Grantees receiving an Eligible Grant to (i) maintain records evidencing compliance with the requirements of the Eligible Grant for a period of five (5) years from the date of the Eligible Grant, and (ii) permit any duly authorized representative of the Sub-Recipient, Recipient, Department or the State to inspect and audit all records and documents of the eligible grantee relating to the Eligible Grant. If an audit determines that grant funds were used for an ineligible, impermissible, or disallowed purpose, the Grantee acknowledges that Grantee is liable to and must reimburse Somerset County in the amount of the grant funds used for an ineligible, impermissible, or disallowed purpose.

#### 4. Compliance with Laws

(a) Grantee will comply with all applicable federal, State and local laws.

(b) Grantee is in compliance with the State's policy concerning drug and alcohol-free workplaces, as set forth in COMAR 01.01.1989.18 and 21.11.08.

5. Certifications, Representations, and Covenants of Grantee

(a) Grantee is authorized to sign this formal grantee agreement and certifies that all information set forth in their application for funding is true and correct.

(b) Grantee shall not use any Grant proceeds to make contributions: (i) to any person who holds, or is a candidate for, elected office; (ii) to any political party, organization, or action committee; or (iii) in connection with any political campaign or referendum.

6. Defaults, Repayment, and Remedies

(a) A default under this Grantee Agreement shall have occurred if Grantee: (i) uses any proceeds of the Grant for any purpose other than authorized by this Grantee Agreement, (ii) breaches any covenant, agreement, provision, representation, or warranty made in this Grantee Agreement, or (iii) fails to promptly return proceeds of the Grant that were not used for eligible costs.

7. Non-Discrimination Grantee covenants that it will not discriminate on the basis of race, color, sex, religion, or national or ethnic origin in its hiring of contractors to carry out any portion of the project funded by proceeds of the Grant. Grantee further covenants and shall cause any recipient of Grant funds to further covenant that it shall prohibit its contractors from engaging in such discrimination in the hiring of subcontractors to carry out any portion of the project funded by proceeds of the Grant.

8. Indemnification Grantee releases the Sub-Recipient, Recipient, the State and the Department from, agrees that the Sub-Recipient, Recipient, the State and the Department shall not have any liability for, and agrees to protect, indemnify and save harmless the Sub-Recipient, Recipient, the State and the Department from and against, any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature incurred by, or asserted or imposed against, the Sub-Recipient, Recipient, the State and the Department, as a result of or in connection with the Grant or any Eligible Grants. This Section 8 shall survive the termination of this Grantee Agreement.

9. Assignment No right, benefit, or advantage inuring to Grantee under this Agreement and no burden imposed on Grantee hereunder may be assigned without the prior written consent of the Sub-Recipient.

10. Governing Law This Grantee Agreement shall be governed by and construed according to the laws of the State of Maryland.

**IN WITNESS WHEREOF**, Grantee and Sub-Recipient have caused this Grantee Agreement to be executed, sealed and delivered as of the day and year first above written.

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**RESTAURANT - ELIGIBLE GRANTEE**

By: \_\_\_\_\_

**Print Name:  
Restaurant Owner**

**ECONOMIC DEVELOPMENT COMMISSION**

By: \_\_\_\_\_

**Daniel Thompson  
Executive Director**

# Request for Demographic Information

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This form is for gathering statistical data only. This form will be separated from the application and the information provided in it will not be a part of the application approval process. Furnishing this information is voluntary; failure to do so will have no effect on the approval of the requested financial assistance.

***If the applicant will be providing the requested financial assistance to another recipient (e.g. a facility user or borrower), "Respondent" should be the recipient of the financial assistance.***

Is Respondent the APPLICANT  and/or RECIPIENT (or FACILITY USER)

Respondent does not wish to furnish this information

**If Respondent is a business organization:**

If Respondent is a business owned and controlled primarily by individuals who are identified in any of the following categories, please check all the categories that apply:

- Female
- Of Hispanic or Latino origin
- American Indian or Alaska Native
- Asian
- Black or African American
- Native Hawaiian or other Pacific Islander
- White
- Veteran

Is the Respondent a State/Federal/Other certified Minority Business Enterprise? Yes  No

If yes, please provide your:

State MBE certification number:

Federal 8(a)/SDB certification number:

Identify who the other issuer is and the other certification number:

Respondent is a publicly held entity or other organization not classifiable as owned by individuals of a particular gender, race, ethnicity, or veteran status.

**If the Respondent is an individual:**

Is the Respondent Female? Yes  No

Is the Respondent of Hispanic or Latino origin? Yes  No

Is the Respondent a Veteran? Yes  No

Which of the following categories describes the Respondent (multiracial respondents may select all applicable racial categories):

- American Indian or Alaska Native
- Asian
- Black or African American
- Native Hawaiian or other Pacific Islander
- White

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*