

SABER GRANT

GUIDELINES

1. If you have received funding from the City of Philadelphia for past COVID related expenses, you cannot receive funding for the same expenses.
2. Applicants' city taxes must be current, or you must be on a payment plan.

I. Grant Eligibility

- a. Grantee certifies that it is an eligible business to participate in the SABER Grant Program and meets all the following requirements:
 - i. A for-profit company operating at a location in the City of Philadelphia.
- b. Grantee acknowledges, understands, and agrees to give permission for City of Philadelphia, Beech, and its Partner to release the name of Grantee, amount of funds awarded to Grantee, Grantee's use of funds, and Grantee's likeness and image in accordance with any public relations or marketing campaigns for the SABER Grant Program in any photographic, video, digital or recording forms.

II. Failure to Use or Misuse of Grant Award

- a. Grantee agrees that it will use the Grant Award granted in accordance with the terms of this Agreement. If after all or any part of the funds has been paid to the Grantee and the Grantee fails to carry out the activities, the Grantee shall repay the Grantor all of the funds paid.
- b. If Grantee fails to use any portion of the funds for purposes of and in accordance with this Agreement, the Grantee shall be liable to Beech for the amount of funds unused or improperly used and shall return said funds to Beech.

III. Indemnification

- a. Grantee shall indemnify, defend and hold harmless the City of Philadelphia, Beech and its officers, employees and agents from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees and expenses), claims, suits, actions, damages, liability and expenses, occasioned wholly or in part by Provider's act or omission or negligence or fault or the act or omission or negligence or fault of Provider's agents, Subcontractors, independent contractors, suppliers, employees or servants in connection with this Agreement, including, but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, intentional acts, failure to pay any subcontractors and suppliers, any breach of this Contract, loss of data, data security breach, and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret).

IV. Tax Implications

- a. Beech will send the Grantee IRS Form W-9 which Grantee must complete and sign before the disbursement of any funds.
- b. Grantee agrees to be solely responsible for all applicable federal, state, or local taxes associated with the Grant Award. Term and Modification/Termination of Agreement.
- c. If funds are not being used for reimbursement of prior expenses, Grantee will have a total of ninety (90) days from the date of this Agreement to spend all of the Grant Award. Grantee is required to submit, no later than March 1, 2024, a statement of how the Grant Award was used.

- d. Beech reserves the right to terminate this Agreement and reallocate funds to other applicants if this signed Agreement and all related documents are not delivered to Beech within fourteen (14) days of execution of this Agreement.
- e. This Agreement contains the entire understanding and agreement between the Parties and may not be modified or amended except by a subsequent written agreement executed Parties.
 - i. Be an independently owned (not part of a national chain or other single business entity with a revenue of more than \$250,000 annually);
 - ii. Primarily derive income from providing cutting, styling, or braiding hair services;
 - iii. Have a gross annual revenue of less than two hundred fifty thousand dollars (\$250,000); and
 - iv. Has experienced a negative financial impact from the COVID-19 pandemic.
- f. Grantee certifies that they have provided to Beech evidence that it meets the eligibility requirements.
- g. Beech reserves the right to terminate this Agreement and all commitments made under this Agreement if Grantee does not meet the stated eligibility requirements.

V. Grant Award, Disbursement and Permissible Uses

- a. The total amount payable to the Grantee shall not exceed TEN THOUSAND DOLLARS (\$10,000.00).
- b. Grantee agrees to solely use funds for expenses related to the impact of COVID-19. Expenses related to COVID-19 may include, but are not limited to, costs associated with the health and safety of facilities, such as costs for sanitation, gloves, and cleaning services, and/or other operational costs to make facilities usable and accessible.
- c. The SABER Grant may not be used for the purchase or improvement of land, or the purchase, construction or permanent improvement of a building or other facility.
- d. In order for the Grant Award to be disbursed, Grantee must:
 - i. Submit a complete application;
 - ii. Submit a valid Barber, Cosmetology or Braiding License from the Commonwealth of Pennsylvania;
 - iii. Submit a valid Pennsylvania Driver's License, state or federal ID;
 - iv. Execute this Grant Agreement;
 - v. Provide banking information that must be verified by Beech and/or its third-party provider for ACH transactions; and
 - vi. Provide a signed IRS Form W-9 with the Grantee's federal tax identification number.

VI. Grant Disbursement and Schedule

- a. Once this Grant Agreement has been signed by the Grantee and Beech, and Grantee's banking information has been verified, Beech will disburse funds to the Grantee via an ACH transfer directly to Grantee's bank account

VII. Grantee Compliance

- a. For a period of not less than two (2) years, Grantee agrees to complete an annual survey provided to Grantee by Beech.

VIII. Miscellaneous

- a. Governing Law - The laws of the Commonwealth of Pennsylvania shall govern this Agreement. The Parties hereby consent to the jurisdiction of such courts in any action or proceeding and waive any objection to venue herein.
- b. Assignment - Grantee shall not assign its responsibilities under this Agreement.
- c. No Third-Party Rights - This Agreement is not intended to and does not create any contractual rights or obligations with respect to the City of Philadelphia.
- d. Severability - If any of the provisions of this Agreement is declared void or unenforceable by a judicial or administrative authority, the remaining provisions of this Agreement will not be nullified but will remain in force and effect.