**MICHIGAN CONVENTION CENTER COVID-19 RELIEF GRANT PROGRAM APPLICATION (“Application”)**

In response to the economic impact of the COVID-19, the State of Michigan has allocated up to $4 million of funding to the Michigan Strategic Fund (“MSF”) from Public Act 205 of 2020 to implement the Michigan Convention Center COVID-19 Grant Program (“Program”) to support the needs of Michigan’s convention centers. The Program supports convention centers negatively impacted by the COVID-19 virus and related measures to protect public safety. The Michigan Economic Development Corporation (“MEDC”) provides administrative services for the MSF and the Program. The MEDC is accepting Applications to the Program, with final approval of Applications and funding by, and through, the MSF.

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| **Business (“Applicant”) Legal Name** | **DBA or Tradename, if applicable** | |
| **Business Address** | **Business EIN** | **Business Phone** |
| **Primary Business Contact** | **Email address** | |
| **Required Applicant Documentation:**  The Applicant must submit the following for the Business:   1. Certificate of Good Standing from Michigan, as applicable to the Business. 2. Other records that may be requested from time to time under the Program. | | |
| **REQUESTED AMOUNT OF MICHIGAN CONVENTION CENTER COVID-19 RELIEF GRANT IS:**  **(Request may not exceed $1,000,000)**  **\_\_\_\_** | | |

**The Applicant affirms:**

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| 1. The Applicant’s convention center is available to members of the public for lease or rental on a short-term basis for holding conventions, meetings, exhibits, and similar events. |
| 1. The Applicant’s convention center has any combination of convention hall, auditorium, meeting rooms, and exhibition areas that are separate and distinct and contiguous to each other. |
| 1. The Applicant’s convention center is publicly owned and of a size at least 10,000 square feet. |
| 1. The Applicant’s convention center is located within a county in Michigan with a population between: 170,000 -180,000; 181,000-191,000; 290,000-300,000; and 650,000-660,000 as of Michigan’s 2010 decennial census. |
| 1. The Applicant has not received, or will not receive, funding distributed to a metropolitan authority created under the Regional Convention Facility Authority Act, Public Act 554 of 2008 for the operational deficit costs of a qualified convention facility operated by the authority for purposes under that act for fiscal years ending September 30, 2020 through September 30, 2025 as described in Section 10(2)(a) of Public Act 205 of 2020. |
| 1. The Applicant has completed registration in the State of Michigan State Integrated Governmental Management Applications (SIGMA) Vendor Self-Service (VSS) website, [Michigan.gov/SIGMAVSS](http://www.Michigan.gov/SIGMAVSS), and its SIGMA registration identification number is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The Applicant has entered all required banking information and is registered to receive EFT payments. If you need assistance with this in order to complete your Application, please contact the State of Michigan VSS (SOM VSS) Support Center at [SIGMA-Vendor@michigan.gov](mailto:SIGMA-Vendor@michigan.gov) or 1-888-734-9749. All Program grant funds will only be issued via EFT. |

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| 1. The Program grant funds will only be used for purposes that are permissible under the Regional Convention Facility Authority Act, Public Act 554 of 2008, as may be amended from time to time (“Eligible Expenses”) |
| 1. The Program grant funds will only be used for the Applicant’s Eligible Expenses during the period of December 1, 2020 through September 30, 2021**.** |
| 1. The Applicant will provide a report, in a form acceptable to the MEDC, how the grant funds were spent by the Applicant. The report is due no later than September 30, 2021. |
| 1. The Application, and all supporting documentation, will be evaluated under the Program, including available funding thereunder. |
| 1. The Applicant authorizes the MEDC to share this Application, together with all supporting documentation, to representatives of the MSF and any of the Permitted Representatives (as later defined in the Additional Terms and Conditions made part of this Application on the additional pages hereto (“Additional Terms and Conditions”)), in furtherance, and for the purpose, of consideration and approval of an MSF grant under the Program, to satisfy State of Michigan legislative and audit reporting and compliance required of the MSF, and/or as may be otherwise necessary or appropriate to administer the Program, or the Program grant funds. |
| 1. The Applicant has read, understands, and agrees to all the Additional Terms and Conditions. Further, if approved for an MSF grant under the Program, the Applicant understands that upon receipt of the MSF grant funds, the Applicant is bound by all the terms of this Application, including all the Additional Terms and Conditions. |
| 1. Approval of an MSF grant under the Program is only upon the signature of the MSF below, and the MSF will notify the Applicant by providing the signed copy to the Applicant. Subject to the Additional Terms and Conditions, the MSF will thereafter begin the process to disburse Program grant funds to the Applicant to the SIGMA account for the Applicant. If the Application is not eligible for an MSF grant under the Program, the MEDC is authorized to notify the Applicant. |

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| **The person signing below certifies has authority to sign on behalf of the Applicant:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Authorized signature  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed Name  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title  Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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| **If the Application is approved for an MSF grant under the Program, the signature of the MSF will be denoted below and provided to the Applicant.**  **Michigan Strategic Fund**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Val Hoag  Its: Fund Manager  Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Additional terms and conditions:**

1. **Organization and Authority**. The Applicant is duly organized and registered to conduct business in Michigan and has the power and authority to enter into and perform its obligations under this Application.
2. **Full Disclosure**. The Application, and any supporting documentation submitted by the Applicant does not, and will not contain, any untrue statement of material fact, or to the best of the Applicant’s knowledge, omit or shall omit any material fact necessary to make the statements true.
3. **Compliance with Laws**. To its knowledge, the Applicant is not, and will not through September 30, 2021, be in material violation of any laws, ordinances, regulations, rules, orders, judgments, decrees or other requirements imposed by any governmental authority to which it is subject and will not knowingly fail to obtain any licenses, permits or other governmental authorizations necessary to the ownership of its properties or to the conduct of its business, which violation or failure to obtain are reasonably likely to materially and adversely affect its business, profits, properties or condition (financial or otherwise).
4. **Use of Program grant funds**. The Applicant will only use the Program grant funds for Eligible Expenses noted by the Applicant in this Application, and the Applicant will not use any MSF Program grant funds for the development of a stadium or arena for use by a professional sports team or development of a casino or property associated or affiliated with the operation of a casino as prohibited by the Act (see MCL 125.2088c(3)(a) and (b)), or to induce the Applicant, a qualified business, or small business to leave the State, or to contribute to the violation of internationally recognized workers’ rights, of workers in a country other than the US, or to fund an entity incorporated in a tax haven country, as prohibited by the MSF Act (see MCL 125.2088c(4)(c), (d), and (e)).
5. **Criminal or Civil Matters**. The Applicant affirms that to the best of its knowledge that it or its affiliates, subsidiaries, officers, directors, managerial employees, and any person who, directly or indirectly, holds a pecuniary interest in the Applicant of Twenty percent (20%) or more: (i) do not have any criminal convictions incident to the application for or performance of a state contract or subcontract; and (ii) do not have any criminal convictions or have not been held liable in a civil proceeding, that negatively reflects on the person’s business integrity, based on a finding of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or violation of state or federal antitrust statutes.
6. **Taxes**. The Applicant is current, under an approved payment plan, or otherwise contesting in good faith, all federal, State of Michigan, local and real estate taxes. Unless contested in good faith and discharged by appropriate proceedings, or under an approved payment plan, the Applicant shall, through September 30, 2021, promptly pay and discharge all such taxes, any assessments, and any governmental charges lawfully levied or imposed upon it (in each case, before they become delinquent and before penalties accrue).
7. **Suspension or Termination**. Notwithstanding anything to the contrary, the MSF’s obligation to disburse any portion of the Program grant shall automatically be suspended, and may be terminated, at the option of the MSF, if the MEDC or MSF determines that (i) the Applicant has made any material misrepresentation in the Application or any supporting documentation, or (ii) if the Applicant fails to comply with any of these Additional Terms and Conditions.
8. **Unused MSF grant funds**. An amount equal to the amount of the MSF Program grant funds that are not used for the Eligible Expenses specified by the Applicant herein, during the period of December 1, 2020 through September 30, 2021, shall be remitted back to the MSF immediately after September 30, 2021.
9. **Reporting.** No later than September 30, 2021, the Applicant shall submit a report, in a form acceptable to the MEDC, how the grant funds were spent by the Applicant.
10. **Other Repayment**. If the Applicant does not submit the report described in paragraph 9, or if there is a material misrepresentation in the Application or any supporting documentation submitted by the Applicant, or if the Applicant fails to comply with all of these Additional Terms and Conditions, at the option of the MSF, the Applicant shall repay the MSF an amount equal to One Hundred percent (100%) of the Program grant funds paid to the Applicant. The MSF retains all remedies under the law or in equity, and each shall be cumulative. The Applicant shall also pay all costs and expenses, including, without limitation, reasonable attorney’s fees and expenses incurred by the MSF in collecting any sums due the MSF. A failure or delay by the MSF in exercising any right hereunder will not be presumed to operate as a waiver, and a single or partial exercise of any right by the MSF will not be presumed to preclude any subsequent or further exercise by the MSF of that right or the exercise of any other right.
11. **Termination of Funding**. In the event that the Michigan legislature or government fails to provide or terminates the funding necessary for the MSF to fund the Program grant to the Applicant, the MSF has no obligation to make any disbursements to the Applicant.
12. **Non-Discrimination and Unfair Labor Practices**. In connection with this Application, the Applicant agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex (including sexual orientation and gender identity or expression as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, physical or mental disability, or genetic information (as defined in Executive Directive 2019-09) that is unrelated to the individual’s ability to perform the duties of the particular job or position. The Applicant further agrees that every subcontract entered into for performance of the project will contain a provision requiring nondiscrimination in employment binding upon each subcontractor. This covenant is required, as applicable under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq*., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq*., and is consistent with Executive Directive 2019-09, and any breach thereof may be regarded as a material breach of this Agreement. Under 1980 PA 278, MCL 423.321, *et seq*., the State shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under MCL 423.322. The United States Labor Relations Board compiles this information. The Applicant shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Under MCL 423.324, Michigan may void any contract if, subsequent to the award of the contract, the name of the Applicant as an employer, or the name of a subcontractor, manufacturer, or supplier of the Applicant appears in the register.
13. **Indemnification and Hold Harmless**. The MSF, the State of Michigan, the MEDC and its Executive Committee, and all of respective directors, participants, officers, agents, employees or representatives of the foregoing (collectively, the “Indemnified Persons”) shall not be liable to the Applicant for any reason. The Applicant shall forever indemnify and hold the Indemnified Persons harmless against all claims asserted by or on behalf of any individual person, firm or entity (other than an Indemnified Person), arising or resulting from, or in any way connected with this Application, or any act or failure to act by the Applicant under this Application, including all liabilities, costs and expenses, including reasonable counsel fees, incurred in any action or proceeding brought by reason of any such claim. The Applicant shall also forever indemnify the Indemnified Persons from and against all costs and expenses, including reasonable counsel fees lawfully incurred in enforcing any obligation of the Applicant under this Application. Performance of the Applicant’s obligations contemplated under this Application is within the sole control of the Applicant and its employees, agents and contractors, and an Indemnified Person shall have no liability in tort or otherwise for any loss or damage caused by or related to the actions or failures to act, products and processes of the Applicant, its employees, agents or contractors.
14. **Access to Records/Proof of Eligible Expenses**. For a period of seven (7) years after disbursement of the Program grant funds to Applicant, to enable any representative of the State of Michigan Auditor General, the Department of Technology, Management and Budget, any other department or agency of the State of Michigan, the MSF, or the MEDC (collectively, “Permitted Representatives”) to monitor and ensure compliance with the terms of this Application, the Program, or any rules, regulations or requirements thereunder, the Applicant shall comply with any reasonable request of any Permitted Representatives and provide copies of all financial records and all other information and data relevant to the terms of this Application or the Program, including receipts or other proof of the Eligible Expenses incurred and paid by the Applicant, all as are acceptable to the MSF. In addition, the Applicant permits any Permitted Representative to visit the Applicant and any other location where books and records of the Applicant are normally kept, to remove, photograph, copy and inspect, any of the aforesaid records or information.
15. **Conflict of Interest**. The Applicant affirms that there exists no actual or potential conflict of interest between the Applicant and its owners, officers, directors, managers, members, or employees and any of the Indemnified Persons and the performance by the Applicant of its obligations under this Application. The Applicant further affirms that neither the Applicant, nor its owners, officers, directors, managers, or members, or employees, have accepted, shall accept, have offered, or shall offer, directly or indirectly, anything of value to influence the Indemnified Persons.
16. **Assignment**. The MSF may at any time assign its rights and/or obligations under this Application and/or the Program. The Applicant may not assign its rights and/or obligations under this Application without the prior written consent of, and on terms and conditions acceptable to, the MSF.