

The Michigan Stages Survival grant program (“Program”) shall be used to provide grants to eligible live music and entertainment venues that have realized a significant financial hardship as a result of the COVID-19 emergency.

Live music and entertainment venues are defined as businesses/organizations whose primary mission is to produce and/or present live, disciplined-based performance experiences, to promote and provide connections through creative expression by sharing creative experiences, expressing our own creativity or connecting us with others and ourselves.

The Michigan Stages Survival grant program will be carried out through one-time grants to eligible venues throughout Michigan. These funds are to be used for working capital to support payroll expenses, rent, mortgage payments, utility expenses, or costs related to reopening a business.

It is the intent to make awards that will impact a broad constituency. Applications will be scored on an applicant’s eligibility, ability to submit the application in a timely manner, completeness of the application and the number of applications received. The maximum request is \$40,000 with no match requirement.

To apply to the program, complete this fillable PDF and submit all required attachments no later than January 28, 2021 at 12 noon via email to MIStages@michigan.org. Emailed applications will not be considered for review if submitted after the deadline. Applications cannot be edited after the deadline. Funds will be awarded no later than February 28, 2021.

To qualify for funding the applicant must:

- i: Provide documentation* that at least 33% of the 2019 gross revenues are from the sale of tickets for live music or entertainment events OR receive at least 70% of its earned revenue through cover charges or tickets sales, production fees or production reimbursements, nonprofit educational initiatives, or the sale of event beverages, food or merchandise;
- ii: The venue must provide documentation* that second quarter revenues from April 1 through June 30, 2020 was not greater than 10% of second quarter revenue from April 1 through June 30, 2019;
- iii: Applicant’s business located in Michigan was in existence on February 29, 2020;
- iv: If Applicant is a live venue operator, the Applicant must not have, or be majority owned or controlled by an entity with any of the following: (a) securities listed on a national securities exchange as an issuer; (b) have venues owned and operated with offices in more than one country; (c) have venues owned and operated in more than two states; (d) have venues employing more than 30 employees on a full-time basis.

**Documentation can be in the form of a Quickbooks printout, an excel document or record keeping ledger that is used by the organization.*

If you have any questions, please contact the MEDC Service Center at (888) 522-0103 (select menu option 1). Hours are 8am-5pm Mon. – Fri. and closed for lunch 12-1pm. During lunch hours, callers may leave voicemail. You can also send an email to medceconomic@michigan.org.

Michigan Stages Survival Grant Application

Business “Applicant” Legal Name:

DBA or Tradename, if applicable:

Physical Address:

City:

State:

Zip Code:

County:

FEIN:

Total number of full-time employees (full-time employees are defined as individuals who receive a W2 from the applicant, those receiving a 1099 cannot be counted as full-time employees):

Type of Industry(Drop down for profit/non profit):

Discipline (drop down for disciplines):

Request Amount (\$40,000 max):

Primary Business Contact:

Email:

Phone:

The Applicant has completed registration in the State of Michigan State Integrated Governmental Management Applications (SIGMA) Vendor Self-Service (VSS) website, [Michigan.gov/SIGMAVSS](https://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 to complete your Application, please contact the State of Michigan VSS (SOM VSS) Support Center at SIGMA-Vendor@michigan.gov or 1-888-734-9749. All Program grant funds will only be issued via EFT.

PROJECT DESCRIPTION

You may request funds to support the working capital of the venue. Eligible expenses include payroll expenses, rent, mortgage payments, utility expenses, or costs related to reopening a business. Provide a brief description of the programming that the venue provides and how the venue will use the funds requested.

BUDGET FORM

Show how you plan to spend the requested funds, maximum request is \$40,000. Your budget should reflect eligible costs that will be incurred or have incurred during January 1, 2021 through August 1, 2021. No match is required.

Your budget items must be limited to:

- A. Payroll Support: Include salaries, wages, and fringe benefits for personnel, administrative and/or artistic employees. Funds for contractual personnel and compensation for artists who are paid on a fee basis or contractual basis are not eligible.
- B. Facility Costs: Include items such as rent, mortgage payments, utility expenses
- C. Reopening Expenses: Include items that need to be purchased to ensure the safe reopening of the venue.

A. Payroll Support - list number of employees and job position(s):	Cash Expense Requested
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B. Facility Costs:	Cash Expense Requested
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C. Reopening Expenses:	Cash Expense Requested
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Total Requested:

Application Checklist:

- ☐ Completed PDF application, incomplete applications will be not considered for funding.
- ☐ Documentation that at least 33% of the 2019 gross revenues are from the sale of tickets for live music or entertainment events OR receive at least 70% of its earned revenue through cover charges or tickets sales, production fees or production reimbursements, nonprofit educational initiatives, or the sale of event beverages, food or merchandise
- ☐ Documentation that second quarter revenues from April 1 through June 30, 2020 was not greater than 10% of second quarter revenue from April 1 through June 30, 2019

The Application, and all supporting documentation, will be evaluated under the Program, including available funding thereunder.

The Applicant authorizes the Michigan Strategic Fund (“MSF”) to share this Application, together with all supporting documentation, to representatives of the Michigan Economic Development Corporation (“MEDC”) and the Michigan Independent Venue and Promoter Association (“MIVPA”), 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. The MEDC provides administrative services to the MSF for administration of this Program.

The Applicant has read, understands, and agrees to all the Additional Terms and Conditions and affirms that the Applicant’s warrants and representations are true and accurate. 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.

The Applicant affirms that its venue is not a convention center in a city with a population over 500,000 that was eligible for funds under the state convention facility development act, 1985 PA 106, MCL 207.621 to 207.640.

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.

The person signing below certifies has authority to sign on behalf of the Applicant:

Authorized signature

Printed Name

Title

Dated

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:

Name 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 working capital to support payroll expenses, rent, mortgage payments, utility expenses, or costs related to reopening a business ("Eligible Expenses") as 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 January 1, 2021 through August 31, 2021, shall be remitted back to the MSF immediately after August 31, 2021.
9. **Other Repayment.** If the Applicant does not submit the report described in paragraph 16 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.

10. Termination of Funding. In the event that the Michigan legislature or government fail 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.

11. 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.

12. 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.

13. 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 MIVPA, 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, all as may be subject to the confidentiality provisions set forth below.

14. 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.

15. 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.

16. Final Reporting. The Applicant will be required to submit a final report no later than August 31, 2021, in a form to be provided by the MEDC if the grant is awarded.

17. Confidentiality Acknowledgment. In accordance with Section 5(9) of the MSF Act, MCL 125.2005(9), the MSF acknowledges as confidential any portion of the Application or ancillary or related documents or records submitted in support of this Application that includes any of the following business or personal information pertaining to the Applicant: financial statements (including without limitation, income statements, balance sheets, statements of cash flow and profit and loss statements), ratio analysis, appraisals and other appraisal reporting, collateral analysis, accounts receivable aging reports, customer or service provider names and lists, tax returns, credit reports, social security or other tax identification numbers, and any analysis, report or record of any kind by or on behalf of the Applicant containing any of the foregoing information (the “Confidential Information”). The Applicant agrees that the MSF and any other Permitted Representative may share the Confidential Information with any other Permitted Representative or other governmental unit in furtherance, and for the purpose, of consideration and approval of an MSF grant under the Program, and/or to satisfy State of Michigan and federal 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. Further, notwithstanding anything to the contrary, any Permitted Representative may disclose any Confidential Information: (i) to the extent required by applicable law without exemption deemed appropriate by the Permitted Representative, (ii) if, before the date the Application is signed by the Applicant, such information or data was generally publicly available; (iii) if, before the date the Application is signed by the Applicant, such information or data becomes publicly available without fault of or action on the part of the Permitted Representative, and (iv) in all other cases, to the extent that the Applicant gives its prior written consent to disclosure.