

DARKE COUNTY REVOLVING LOAN FUND*

LOAN PACKAGE CHECKLIST

Date	Information
	Application Form with \$150.00 Non-Refundable Processing Fee
	Historical Financial Statements for Three Years (if applicable)
	Three-year Cash Flow Projections
	Written Business Plan (includes proposed project)
	Personal Financial Information (if three-year historical financials unavailable)
	Documentation of Small & Emerging Business Criteria (Attached)
	Credit Eligibility Certifications Form (Attached)
	Form AD-1048 "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction (Attached)
	RD Form 400-1 "Equal Opportunity Agreement" (required if project contains construction) (Attached)
	RD Form 400-4 "Assurance Agreement" (Attached)
	Approval by Local Loan Program Board
	Approval by United States Department of Agriculture
	Loan Signing

*ELIGIBLE EXPENSES OF LOAN FUNDS:

Loans funded to participants in this program may be used for the following:

- Construction
- Real Estate Acquisition
- Renovation of Existing Structures
- Purchase of Equipment
- Working Capital
- Inventory

DARKE COUNTY REVOLVING LOAN FUND*

APPLICATION FORM

PART I: APPLICANT NAME

Business Name	
Business Street Address	
City, State, ZIP	
Business Phone Number	
NAICS Code	
DUNS Number	
Federal EIN/SSN	
Number of Employees	
Annual Gross Revenues	

Owner(s) Name	
Owner Phone Number	
Owner Email Address	

CEO Name (if different)	
CEO Phone Number	
CEO Email Address	

PART II: BANKING INFORMATION

Bank Name	
Bank Street Address	
City, State, ZIP	
Account Owner Name	
Account Type	
Account Number	
Account Balance	

Bank Name	
Bank Street Address	
City, State, ZIP	
Account Owner Name	
Account Type	
Account Number	
Account Balance	

PART II: BANKING INFORMATION (continued)

Bank Name	
Bank Street Address	
City, State, ZIP	
Account Owner Name	
Account Type	
Account Number	
Account Balance	

Bank Name	
Bank Street Address	
City, State, ZIP	
Account Owner Name	
Account Type	
Account Number	
Account Balance	

PART III: CREDITOR INFORMATION

Creditor Name	
Creditor Street Address	
City, State, ZIP	
Account Owner Name	
Credit Purpose	
Monthly Payment	
Credit Balance	

Creditor Name	
Creditor Street Address	
City, State, ZIP	
Account Owner Name	
Credit Purpose	
Monthly Payment	
Account Balance	

Creditor Name	
Creditor Street Address	
City, State, ZIP	
Account Owner Name	
Credit Purpose	
Monthly Payment	
Account Balance	

PART IV: DESCRIPTION OF BUSINESS

PART V: REASON FOR LOAN REQUEST

PART VI: LOAN AMOUNT REQUESTED

PART VII: COLLATERAL PLEDGED

NOTE: If the business is partly owned by another individual, an individual application must be filed by all part owners of the business, unless they are from the same household.

Ohio laws against discrimination require all creditors make credit equally available to all creditworthy customers and credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

The undersigned hereby certifies that all statements made and answers provided in this loan application are true and correct and are made for the purposes of receiving a loan through the Darke County Revolving Loan Fund administered by the Community Improvement Corporation of Darke County (“Administering Agency”) for the purchase of program eligible items and services.

The undersigned hereby certifies that at least fifty-one percent (51%) of the outstanding interest in the business is owned by those who are either citizens of the United States or reside in the United States after being legally admitted for permanent residence.

The undersigned hereby certifies he/she is competent to enter into a contract and no bankruptcy proceedings are in progress or anticipated that involve this party or any other person whom is a part owner of the business.

The undersigned hereby understands and agrees that annual reporting of the entities financial condition through submission of fiscal year-end financial statements and information related to the ethnicity, race, and gender of all employees must be submitted on an annual basis to the Administering Agency for the duration of the loan. Documentation supporting the job creation/retention associated with the use of these funds will also be required. This information is necessary for reporting purposes required by the Administering Agency to the U.S. Department of Agriculture.

Authorization is hereby given to the Administering Agency to obtain consumer credit report(s) to be used in evaluating this application and obtaining and exchanging of credit information from and with other creditors and consumer reporting agencies.

For the purposes of procuring and maintaining credit from time-to-time through this or any other programs administered by the Administering Agency, the undersigned certifies that the foregoing is a true and accurate statement of the financial condition of the undersigned as of the above date and agrees that, in the event of any material change in such financial condition, the undersigned will immediately notify the Administering Agency of such changes. In the absence of such notice, the Administering Agency may continue to rely upon this statement as a true and accurate statement of the financial condition of the undersigned. In the event of the failure of the undersigned to so notify the Administering Agency or in the event this statement is false in any material respect, the agency may declare due and payable any and all obligations of the undersigned to the agency without notice or demand. It is understood by the undersigned that the Administering Agency will be allowed liquidation of Applicant’s accounts should it become necessary to prevent loan default. Agreement to this term will be included with the Loan Closing documents.

Submitted with this application is a non-refundable application fee of \$150.00. The undersigned understands that payment of closing costs may be required for any outside fees incurred by the Administering Agency. These could include credit reports, appraisals, document preparation, attorney fees, recording fees, etc. Fees will vary based on the nature and components of each loan.

The undersigned further certifies that all blank spaces in the foregoing statement are inapplicable. The undersigned authorizes the Administering Agency to make whatever credit inquiries deemed necessary in connection with this financial statement or in collecting any credit you extend and authorize and instruct any persons you contact to compile and furnish such information as they may have or obtain in response to your inquiry.

Authorized Signature

Date

Authorized Signature

Date

In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discrimination on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD).

EQUAL OPPORTUNITY QUESTIONNAIRE

The following information is requested by the Federal Government for certain types of loans, in order to monitor the lender's compliance with equal credit opportunity. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender may neither discriminate on the basis of this information nor on whether you choose to furnish it. However, if you chose not to furnish it, under Federal regulations, this lender is required to note race/ethnicity on the basis of visual observation or surname. If you do not wish to furnish the above information, please check the box below.

ETHNICITY: (make a check on the appropriate line)

<input type="checkbox"/>	Hispanic or Latino
<input type="checkbox"/>	Not Hispanic or Latino

RACE: (make a check on the appropriate line)

<input type="checkbox"/>	American Indian/Alaskan Native
<input type="checkbox"/>	Asian
<input type="checkbox"/>	Black or African-American
<input type="checkbox"/>	Native Hawaiian or other Pacific Islander
<input type="checkbox"/>	White

GENDER: (make a check on the appropriate line)

<input type="checkbox"/>	Female
<input type="checkbox"/>	Male

<input type="checkbox"/>	I choose not to furnish this information
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**DOCUMENTATION OF COMPLIANCE WITH
SMALL AND EMERGING BUSINESS CRITERIA**

Documentation of Compliance:

Business Name	
Projected Number of New Employees	
Projected Number of Retained Employees	
Projected Gross Revenue*	\$

**Taken from tax return or other financial statement of record.
Gross revenue is defined as revenue of a business before deductions for any purpose, except for sales returns. In the case of a manufacturing or merchandising business, gross revenues means gross profit (i.e., gross sales or gross receipts less cost of goods sold.)*

Name and location of business to be assisted:

Description of assistance to be provided:

Authorized Signature

Date

Authorized Signature

Date

**CREDIT & ELIGIBILITY CERTIFICATIONS
RBEG REVOLVERS**

We hereby certify that:

1. Any assistance to the ultimate recipient involving Rural Development funds, complies with the criteria in Sections 1942.306 and 1942.307 of FmHA Instructions 1942-G, "Rural Business Grants and Television Demonstration Grants". Financial assistance to the ultimate recipient is for eligible purposes, and not for ineligible purposes, as described in the sections listed above.

2. For the ultimate recipient listed below, the grantee or its' principal officers (including immediate family) do not hold any legal or financial interest or influence in the ultimate recipient except as described in writing.

3. The ultimate recipient listed below is eligible under the Rural Development RBEG program, the proposed loan is for eligible purposes, meets all small and emerging business criteria, and the proposed loan complies with all applicable statutes and regulations.

BY: _____

BY: _____

FOR: _____

FOR: _____

DATE: _____

DATE: _____

U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transaction and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EQUAL OPPORTUNITY AGREEMENT

This agreement, dated _____ between _____

(herein called "Recipient" whether one or more) and United States Department of Agriculture (USDA), pursuant to the rules and regulations of the Secretary of Labor (herein called the 'Secretary') issued under the authority of Executive Order 11246 as amended, witnesseth:

In consideration of financial assistance (whether by a loan, grant, loan guaranty, or other form of financial assistance) made or to be made by the USDA to Recipient, Recipient hereby agrees, if the cash cost of construction work performed by Recipient or a construction contract financed with such financial assistance exceeds \$10,000 - unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965.

1. To incorporate or cause to be incorporated into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause":

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the USDA setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the USDA, advising the said labor union or workers' representative of the contractor's commitments under this agreement and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of all rules, regulations and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the USDA Civil Rights Office, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by Law.
- (g) The contractor will include the provisions of paragraph 1 and paragraph (a) through (f) in every subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the USDA may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the USDA, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collections is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

2. To be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the organization so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
3. To notify all prospective contractors to file the required 'Compliance Statement', Form RD 400-6, with their bids.
4. Form AD-425, Instructions to Contractors, will accompany the notice of award of the contract. Bid conditions for all nonexempt federal and federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.
5. To assist and cooperate actively with USDA and the Secretary in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary, that will furnish USDA and the Secretary such information such as , but not limited to, Form AD-560, Certification of Nonsegregated Facilities, to submit the Monthly Employment Utilization Report, Form CC-257, as they may require for the supervision of such compliance, and that it will otherwise assist USDA in the discharge of USDA's primary responsibility for securing compliance.
6. To refrain from entering into any contract or contract modification subject to such Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by USDA or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order.
7. That if the recipient fails or refuses to comply with these undertakings, the USDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the organization under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such organization; and refer the case to the Department of Justice for appropriate legal proceedings.

Signed by the Recipient on the date first written above.

Recipient

Recipient

(CORPORATE SEAL)

Name of Corporate Recipient

Attest:

Secretary

By _____
President

USDA
Form RD 400-4
(Rev. 06-10)

ASSURANCE AGREEMENT
(Under Title VI, Civil Rights Act of 1964)

FORM APPROVED
OMB No. 0575-0018
OMB No. 0570-0062

The _____
(name of recipient)

(address)

("Recipient" herein) hereby assures the U. S. Department of Agriculture that Recipient is in compliance with and will continue to comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et. seq.), 7 CFR Part 15, and Rural Housing Service, Rural Business-Cooperative Service, Rural Utilities Service, Risk Management Agency, or the Farm Service Agency, (hereafter known as the "Agency") regulations promulgated thereunder, 7 C.F.R. § 1901.202. In accordance with that Act and the regulations referred to above, Recipient agrees that in connection with any program or activity for which Recipient receives Federal financial assistance (as such term is defined in 7 C.F.R. § 15.2) no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination.

1. Recipient agrees that any transfer of any aided facility, other than personal property, by sale, lease or other conveyance of contract, shall be, and shall be made expressly, subject to the obligations of this agreement and transferee's assumption thereof.
2. Recipient shall:
 - (a) Keep such records and submit to the Government such timely, complete, and accurate information as the Government may determine to be necessary to ascertain our/my compliance with this agreement and the regulations.
 - (b) Permit access by authorized employees of the Agency or the U.S. Department of Agriculture during normal business hours to such books, records, accounts and other sources of information and its facilities as may be pertinent to ascertaining such compliance.
 - (c) Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Agency or the U. S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
3. The obligations of this agreement shall continue:
 - (a) As to any real property, including any structure, acquired or improved with the aid of the Federal financial assistance, so long as such real property is used for the purpose for which the Federal financial assistance is made or for another purpose which affords similar services or benefits, or for as long as the Recipient retains ownership or possession of the property, whichever is longer.
 - (b) As to any personal property acquired or improved with the aid of the Federal financial assistance, so long as Recipient retains ownership or possession of the property.
 - (c) As to any other aided facility or activity, until the last advance of funds under the loan or grant has been made.
4. Upon any breach or violation this agreement the Government may, at its option:
 - (a) Terminate or refuse to render or continue financial assistance for the aid of the property, facility, project, service or activity.
 - (b) Enforce this agreement by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

Rights and remedies provided for under this agreement shall be cumulative.

In witness whereof, _____ on this
(name of recipient)

date has caused this agreement to be executed by its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto executed this agreement.

(S E A L)

Recipient

Date

Attest: _____

Title

Title

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0018 and 0570-0062. The time required to complete this information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.