

Backing Small Businesses Grant Program Terms

Applications for the 2024 Backing Small Business Grant Program ("Program") will be accepted from 9:00 am Central Time ("CT") on March 14, 2024 through 11:59 pm (CT) on April 7, 2024 ("Application Period"). The Application Period will end earlier, if 5,000 applications have been submitted before the above deadline.

PROGRAM DESCRIPTION: In 2021, American Express and Main Street America created the Backing Small Businesses* grant program to help under-resourced and economically vulnerable small business owners recover from the COVID-19 pandemic and grow their businesses. In its first year, the program awarded \$1.65 million in grants to 330 small business owners nationwide, and in its second year the program awarded over \$2.3 million in grants to an additional 350 businesses.

Now in its third year, the program will increase grants awarded and double total funding to more than \$5.7 million to further support under-resourced and economically vulnerable small business owners in building their economic vitality and fostering a thriving community. In March 2024, applications will open for 500 small business grants of \$10,000 to eligible businesses in the U.S. and U.S. territories. Of the 500 recipients selected for \$10,000 grants, a limited subset of 25 recipients will be awarded \$30,000 Enhancement Grants, which will allow those business owners the opportunity to create transformative change within their business and in their community (for example, by giving back, partnering with community members, addressing cultural, environmental and/or access needs in their community, opening a new location and/or adding staffing). Recipients of the \$10,000 grant will be required to submit a final grant report using a template provided. In addition to questions regarding the completed project, the report will include prompts on how the business would use the \$30,000 Enhancement Grant. Enhancement Grant project proposals can be related to the \$10,000 grant proposal or they may constitute a separate project.

Please note that project proposals for the \$10,000 grant application should be feasible to complete with only the \$10,000 award. The \$30,000 Enhancement Grants are available only to recipients of the initial \$10,000 grant who successfully complete their projects. Enhancement Grant project proposals are completed separately, through the final grant report for the initial \$10,000 grant.

*Formerly known as Inclusive Backing

ELIGIBILITY: Eligible small businesses are those businesses (i) that have been in operation since at least January 1, 2023, (ii) that have a physical location (meaning "brick-and-mortar" location) which was opened on or before January 1, 2024 that operates in an older or historic main street, downtown or commercial district in the United States or U.S. territories, (iii) that employ 20 or less full-time employees (including the company owners), (iv) that are a registered business entity in good standing in the state in which it was formed and the state in which it does business (e.g., not an unincorporated contractor or self-employed individual), (v) that are not part of a national franchise, and (vi) that did not previously receive a grant through the Program in 2023. Digital-only businesses are not eligible (digital includes, without limitation, online and application-based businesses). Applicants must be an owner of the eligible small business and 18 years of age or older.

Please refer to the program webpage (<https://www.mainstreet.org/howwecanhelp/backingsmallbusinesses>) for a complete list of eligibility

criteria. Membership in the National Main Street Center is not required to be eligible for the Program. Employees of National Main Street Center (“Sponsor”), American Express Company (“American Express”), and their respective parents, subsidiaries, affiliates, and advertising and promotion agencies, and members of their immediate family (spouse and parent, children and siblings and their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, of such employees, are not eligible to participate. The Program is subject to all applicable federal, state and local laws, regulations, and government-imposed rules and requirements. By participating, each applicant agrees to abide by these Terms, the terms of any grant agreements issued, and decisions of Sponsor and American Express, which shall be final and binding in all respects relating to this Program.

HOW TO SUBMIT AN APPLICATION: During the Application Period, to submit an application, visit <https://www.mainstreet.org/howwecanhelp/backingsmallbusinesses> and follow the directions to complete and submit the application form, in its entirety, in accordance with the instructions provided (“Application”). Limit one (1) Application per eligible small business. Applications generated by script, macro, or other automated means or by any means which subvert the submission process are void. All Applications become the sole property of the Sponsor and information from the Applications may be provided to American Express. The Application Period will end earlier, if 5,000 Applications have been submitted before 11:59 pm (CT) on April 7, 2024.

APPLICATION RESTRICTIONS: Applications must be true, complete, and verifiable and the original work product of the applicant. No part of the Application may have been previously published, have received or won any previous grants or contests, or infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity.

By submitting an Application, the applicant represents and warrants that the Application complies with to these Terms and understands that Sponsor and/or American Express, in their sole discretion, may disqualify the Application for any reason, including, without limitation, if they determine, in their sole discretion, that the Application fails to comply with these Terms in any way or otherwise contains unacceptable content as determined by Sponsor and/or American Express, in their sole discretion.

PUBLICITY GRANT/USE OF ENTRIES: The applicant hereby agrees to grant to Sponsor, American Express, and their respective designees, successors, licensees, and assignees a nonexclusive, royalty free, perpetual and transferable license to use any and all information, documents, photographs and any other materials provided by such applicant in connection with the Application and/or grant, and all elements embodied therein, in whole or in part, including, without limitation, the names, logos, cities and states of residence, photos, videos, quotes and statements (in written or recorded oral form), and likenesses, in any manner, in any and all media, now known or hereafter devised, throughout the world, for advertising, promotional, and other purposes, without further compensation, notification, or permission. Applicants agree that Released Parties (as defined below) are not responsible for any unauthorized use of the Applications by third parties. Neither Sponsor nor American Express have any obligation to make use of the rights granted herein.

DETERMINATION: Applications will be reviewed by Sponsor and/or American Express based on:

- Feasibility
 - Proposed project must be completed with \$10,000 grant by **September 9, 2024**.
- Need
 - What are the business’s net sales?

- What are some of the systemic challenges the business is facing? Applicants will be asked to explain the context of the business. For example: is the business experiencing skilled staffing shortages, supply chain issues, and/or high bank loan interest rates?
- Impact
 - Applicants should demonstrate both need for financial support *and* viability of their business to successfully make an impact with a grant. How much will a grant impact the business itself in leveraging sales, grow their customer base, or better sustain the business in some way?
- Community Reach
 - How involved is the applicant's small business in their community?
 - How much would the business serve a community-specific need through a grant?

All decisions of the Sponsor and American Express are final and binding. Sponsor will not reveal the judging scores for any Application in any phase, including, without limitation, during or at the conclusion of the Program.

GRANT RECIPIENT NOTIFICATION: Grant recipients will be notified by telephone, mail, and/or email and will be required to execute and return a grant acceptance form within seven (7) days of the date of issuance. If (a) a grant recipient does not (i) respond to the initial notification within the time period stated, (ii) return all required documents within the specified time period, or (iii) comply with these Terms, or (b) a grant notification is returned as undeliverable, then in any such case, the grant recipient will be deemed to have forfeited the grant and, at Sponsor's discretion, another applicant may be selected.

GRANTS: USD \$10,000 check. A limited subset of 25 recipients will be considered for an additional \$30,000 Enhancement Grant, in the form of a USD \$30,000 check. Any and all federal, state, and local taxes are the sole responsibility of the grant recipient. Grant recipients may not substitute, assign, or transfer a grant. All terms and conditions and details of the grant are at Sponsor's sole discretion. Limit one (1) \$10,000 Program grant and one (1) \$30,000 Program grant per small business.

RELEASE OF LIABILITY: By participating, each applicant agrees to release, indemnify, discharge, and hold harmless Sponsor, American Express, and their respective parents, affiliates, subsidiaries, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents, and representatives of the forgoing (collectively, "Released Parties") from any and all injuries, liability, losses, and damages of any kind to persons, including, without limitation, death, or property resulting, in whole or in part, directly or indirectly, from applicant's participation in the Program or any Program-related activity, the acceptance of any grant, and/or Sponsor's or American Express' use of the rights granted herein.

GENERAL CONDITIONS: Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled Applications, messages, email or mail; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility, or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Program, including, without limitation, errors or difficulties which may occur in connection with the administration of the Program, the processing or

reviewing of Applications, the announcement of the grants or in any Program-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users tampering or hacking, or by any equipment or programming associated with or utilized in the Program. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Program. Persons who tamper with or abuse any aspect of the Program, who act in an unsportsmanlike or disruptive manner, or who are in violation of these Terms, as solely determined by Sponsor, will be disqualified and all associated Applications will be void. Should any portion of the Program be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper submission of Applications, Sponsor reserves the right, at its sole discretion, to suspend, modify or terminate the Program and, if terminated, at its discretion, select grant recipients from all eligible, non-suspect Applications received prior to action taken using the judging procedure outlined above or as otherwise deemed fair and appropriate by Sponsor. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

REQUEST FOR GRANT RECIPIENTS LIST: Grant recipients will be announced after July 1, 2024 on Sponsor's website (<https://www.mainstreet.org/blogs>). For other inquires related to the announced grant recipients, send an email to: SmallBizGrant@savingplaces.org, by no later than August 1, 2024.

SPONSOR: National Main Street Center, 53 W. Jackson, Suite 350, Chicago, IL 60604.