

**Always Asheville Fund
Grant Agreement**

Grant Number:

Grantee Name (“Grantee”):

Grantee Business Address:

Grant Award Amount: \$

Award Term: November 24, 2024 - November 30, 2025

By accepting this Always Asheville Fund Grant (the “Grant”) from the Buncombe County Tourism Development Authority, Inc., a North Carolina Non-Profit Corporation, doing business as Explore Asheville (“Grantor”), Grantee agrees to the following:

Grant Requirements:

1. Certifications

Please initial next to each one of the statements below, certifying that Grantee meets each of the Always Asheville Fund Grant required criteria.

- a. Grantee provides a direct, in-person service and/or tourist experience to visitors in Buncombe County, and has been doing so since at least July 1, 2024 _____
- b. Grantee does not provide lodging, in whole or in part. _____
- c. Grantee’s business was impacted by Hurricane Helene. _____
- d. As of September 26, 2024, Grantee had 100 or fewer full-time equivalent (FTE) employees. _____
- e. Grantee has a physical location in Buncombe County or otherwise provides direct visitor services within Buncombe County _____
- f. Grantee agrees to report on the uses of funds and outcomes at six months and again one year after receiving award _____
- g. Grantee will only use the Grant as set forth herein. _____
- h. Grantee agrees that its business name, award amount, and number of jobs supported (both now and after the two progress reports) may be publicly announced by Grantor _____

2. Expenditure of Funds

Grantee agrees to only use the Grant as set forth herein:

a. The Grant will only be used as Grantee described in its application under the Use of Funds section.

b. Grantee will only use the Grant for the following expenses:

Rent or Mortgage

Payroll

Hurricane Damage Repair Structural to Business (Business must have been operational prior to July 1. Additional unfinished properties should not be considered for use of funds.)

Reopening Supplies and Inventory

Replacement of Damaged Equipment

c. In the event that the Grantee must permanently close their business, or is unable to reopen, Grantee shall notify Grantor within five (5) days in writing and immediately return to Grantor unspent portion of the Grant.

d. The Grant may not be used to influence legislation or the outcome of an election, to carry on a voter registration drive, or for overhead and indirect costs.

e. Any portion of the Grant not expended in accordance with the terms of this Agreement must be promptly returned to Grantor.

f. Where possible, Grantee agrees to prioritize spending the Grant with local partners, vendors, and suppliers to further the impact of the Grant within the broader local economy.

If Grantee breaches any of the covenants or agreements contained in this Agreement, if Grantee uses the Grant for purposes other than those set out above, or if any of the representations and warranties made by Grantee are untrue, including but not limited to those representations made in Section 1, Grantee agrees to repay to Grantor immediately upon request the entire amount of the Grant.

3. Payment

Payment from Grantor to the Grantee will consist of a single payment to be disbursed within 14 days of receipt of the executed Agreement with attachments necessary for the processing of payment.

4. Reports to Grantor

Grantee agrees to provide a six-month Progress Report and a one-year Final Report to Grantor on the reopening status of the business, financial condition, number of jobs supported, and a summary of the use of Grant. Reports shall be submitted via the provided link from Explore Asheville. Reports will be due according to the following schedule:

- Six-Month Progress Report due **May 31, 2025**
- One-Year Final Report due **October 31 2025**

The Grantee also agrees to comply with additional information requests for a period of three years following the completion of the One Year Final Report.

5. Records Retention and Access

Grantee agrees to maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for the use of the Grant in such a manner so as to identify and document clearly the activities and outcomes of the Grant expenditures. Grantee shall make available to Grantor all of Grantee's records that relate Grant and its use. Access to these records shall be allowed upon request at any time during normal business hours. Grantor reserves the right to audit such Grantee records for a period of four years following the date of execution of this Agreement. Grantee shall remain liable for any portion of the Grant not used in accordance with the terms of this Agreement.

6. Independent Status of the Parties

The Grantee acknowledges and agrees that the Grantee is an entity independent from Grantor, and is not an agent of Grantor, and is not authorized to bind Grantor to any agreement of payment for goods or services. The Grantee is responsible for payment of all its expenses. It shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees. All expenses incurred by the Grantee are the sole responsibility of the Grantee, and Grantor shall not be liable for the payment of any obligations incurred in the performance of the services under this Agreement.

7. Non-Waiver

The waiver by either party of a breach or violation of any provision or paragraph of this Agreement shall not operate as, or be considered to be, a waiver of any subsequent breach of the same or other provision or paragraph herein. The headings in this agreement are used solely for convenience and shall not be deemed to limit the subject of the articles or sections or be considered in their interpretation.

8. Amendment

This Contract may not be amended orally or by performance. Any amendment or modification shall be made in written form and executed by duly authorized representatives of Grantor and the Grantee.

9. Governing Law

This Grant Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. Any legal action, suit or proceeding brought by either Party arising out of this Agreement must be brought in a state or federal court in the County of Buncombe, North Carolina, which will be the sole and exclusive venue for any such action, suit or proceeding.

10. Successors and Assigns; No Third-Party Rights.

The provisions of this Agreement are binding upon and inure to the benefit of the Parties and their permitted successors and assigns; provided, however, that neither Party may assign or otherwise transfer any of its rights, benefits or obligations hereunder without the written consent of the other Party. Nothing herein is intended or may be construed to confer upon or give any person other than the Grantor or their permitted successors and assigns, any legal or equitable rights, remedies or claims under or by reason of this Agreement.

11. Indemnification

The Grantee shall indemnify and hold harmless Grantor and the Buncombe County Tourism Development Authority, and each of their directors, trustees, officers, employees, agents and representatives, from and against any claim, loss, liability or damage, including the expenses of investigation and defense of such claim, loss, liability or damage, arising out of or in any way connected with the Grant or use of the Grant.

12. Authority to Execute Agreement

The individual signing below certifies that they have authority to execute this Agreement on behalf of the Grantee. By executing this Agreement, the Grantee makes each of the representations set forth herein above and below and certifies that each of such representation is true, accurate and complete as of the date hereof.

13. Correspondence

All correspondence with Grantor in relation to this grant should be sent to:

Always Asheville Fund Administrator
Explore Asheville
grants@exploreasheville.com

14. Additional Conditions of Award

- a. Grantor shall have the right to record Grantee's image by photograph, video, or other means. Grantor has the right to copy, use, display, or distribute such images or recordings for any legitimate purpose of Grantor.
- b. The Grantee shall be solely and completely responsible for any and all taxes due and owed to any governmental entity on the Grant.
- c. By making the Grant, Grantor assumes no obligation to provide other or future support for the Grantee.

Always Asheville Fund Grant Award Agreement

Please signify your agreement to the foregoing terms and conditions by having a duly authorized representative sign

Grantor:
Grantee Authorized Representative

Grantee:
Grantee Authorized Representative

Signature: _____
Buncombe County Tourism

Signature: _____

Organization: Development Authority

Organization: _____

Name: Vic Isley

Name: _____

Title: President & CEO

Title: _____

Date: _____

Date: _____

EXHIBIT A: ACH AUTHORIZATION FORM

The Grant will be disbursed via (1) ACH direct deposit to a valid **business bank account** for Grantee, or (2) check. Grantor is not able to transfer funds to personal accounts. Please complete the ACH form below and **make sure to double check that all of the information is correct.**

Preferred Payment Method:

ACH Direct Deposit Check

Bank Funds Transfer Information:

Please enter Grantee's bank account information below if preferred payment method is ACH.

Bank Name: _____

Bank Address: _____

Name(s) on Account: _____

Bank Name and Address

My Name	101
My Address	
My City, State, & Zip	50-9999/9999 1
	20
Pay to the order of _____	\$ _____
	Dollars
The Bank Name	
Bank Address	
It 123456789 t	12 34567890 II' 101

9 Digit Bank Routing Number Your Account Number

Bank Routing Number: _____

Bank Account Number: _____

Please check one:

Business Checking Business Savings

I hereby authorize the Buncombe County Tourism Development Authority, Inc. dba Explore Asheville to transfer funds to the account number above for the Grant awarded from the Always Asheville Fund.

Company Representative Signature: _____

Print Name: _____ Date: _____

Company Address: _____