

**DOWNSTATE SMALL BUSINESS STABILIZATION PROGRAM**

**APPLICATION FORMS**

**IV. BENEFITING BUSINESS INFORMATION****Name of Business this application is in support of:**

Supported Business Name: \_\_\_\_\_

Is Business operating under an Assumed Name? (see 805 ILCS 405)

\_\_\_\_\_ Yes, registered in \_\_\_\_\_ County \_\_\_\_\_ No

Supported Business Address 1: \_\_\_\_\_

Supported Business Address 2: \_\_\_\_\_

Supported Business City: \_\_\_\_\_

Supported Business State: \_\_\_\_\_

Supported Business Zip: 99999-9999: \_\_\_\_\_

Supported Business Phone Number \_\_\_\_\_

Supported Business E-Mail Address: \_\_\_\_\_

Supported Business FEIN or ITIN: \_\_\_\_\_

Supported Business DUNS (if not available, insert N./A): \_\_\_\_\_

Supported Business SIC: <https://www.naics.com/sic-codes-industry-drilldown/> \_\_\_\_\_**Supported Business Authorized Signatory Contact:***Signatory must sign Participation Agreement and Business Certification Form*

Last Name: \_\_\_\_\_

First Name: \_\_\_\_\_

Title: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_

Home Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Has this business received federal or state funding (loans, grants or other assistance) related to the COVID19 emergency? \_\_\_\_\_ No \_\_\_\_\_ Yes If yes, provide the name/type of assistance and amount:

Funding Program Name: \_\_\_\_\_ Amount Received: \$ \_\_\_\_\_

Funding Program Name: \_\_\_\_\_ Amount Received: \$ \_\_\_\_\_

BANKRUPTCY: Has the firm, officers or principals of the firm ever been involved in bankruptcy or insolvency procedures? \_\_\_\_\_ No \_\_\_\_\_ Yes If yes, provide details:

PENDING LAWSUITS: Is the business or any officers or principals of the business involved in any lawsuits?

\_\_\_\_\_ No \_\_\_\_\_ Yes If yes, provide details

## ***Insert Uniform GATA Budget-DSBS here.***

*Completed by the local government and benefiting business.*

The Uniform Grant Application can be found at the bottom of this webpage:

<https://www2.illinois.gov/dceo/CommunityServices/CommunityInfrastructure/Pages/DownstateSmBizStabilization.aspx>

**PLEASE FOLLOW DIRECTIONS BEGINNING ON PAGE 9 OF THE GUIDEBOOK  
TO COMPLETE THE GATA BUDGET-DSBS**

## *Insert Project Summary here*

Provide a summary of the business' present situation. This should include a brief description of the Business, e.g., type of firm, its product or service, and how long they have been in business. Describe how the CDBG funds will be used and reasons why they are needed in order for the Business to be in a position to retain jobs. Specific needs need to be identified. Explain what circumstances make this project necessary, in maintaining adequate permanent working capital to sustain operating needs.

## NET INCOME VERIFICATION

The business must identify their net income for the last three fiscal years beginning January 1, 2017 and ending December 31, 2019. Net income can be obtained from the Profit and Loss statement, generally the last item on that statement. If the Profit and Loss statements cannot be found, net income can be derived from total sales minus total expenses. In addition, cash balances must be provided. This will be either the first line item on the balance sheet or bank statements as of the last day of each fiscal year. Three years of ending cash balances must be provided for each fiscal year.

<b>Fiscal Year Ending:</b>	<b>Net Income</b>	<b>Net Income derived from Profit/Loss Statement? (Yes/No)</b>	<b>Net Income calculated from total sales – total expenses? (Yes/No)</b>	<b>Cash Balance</b>
December 31, 2017				
December 31, 2018				
December 31, 2019				
<b>Current:</b>				

## JANUARY, 2020 MONTHLY BUDGET

Provide the appropriate information below reflecting your business's monthly budget for January, 2020.

<b>Budget Item</b>	<b>Total Monthly Expenditures</b>	<b>Monthly Net Income Computation</b>
<b>Total Income</b>		
Personnel (Salary & Wages)		
Fringe Benefits		
Equipment		
Inventory		
Supplies		
Occupancy (Rent & Utilities)		
Telecommunications		
Other (Specify)		
Other (Specify)		
Other (Specify)		
<b>Total of All Expenditures</b>		
<b>Monthly Net Income (Total Income – Total of All Expenditures)</b>		

***Insert Most Recent Bank Statement here.***

*From the benefiting business. Please make certain to redact (mark out) the account number.*

Sandra Marie Jarzab Hurtado

DBA Harmony Aesthetics

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Bad Address

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CHECKING ACCOUNTS

Due to statement processing improvements, a partial statement will be produced on March 12, 2020. This statement will include activity through that date. An additional statement containing the remaining transactions, along with any interest and service charges, will be produced on or about your regular statement date. Questions? Contact your local branch or call our Customer Care Center at 888-897-2276.

Simply Business Checking			6
Account #	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	Statement Dates	3/02/20 thru 3/12/20
Beginning Balance	700.48	Days in the statement period	11
16 Deposits/Credits	4,537.37	Avg Balance	1,917.79
26 Checks/Debits	4,808.15	Avg Collected Balance	1,917.79
Service Charge	.00		
Interest Paid	.00		
Ending Balance	429.70		

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	\$ .00	\$32.00
Return Item Fees	\$ .00	\$ .00

Electronic and Other Credits		
Date Description	Amount	
3/02 SETTLEMENT BKCD PROCESSING CCD Harmony Aesthetics 179100001165191		329.65

Sandra Marie Jarzab Hurtado  
DBA Harmony Aesthetics

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Bad Address  
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Simply Business Checking XXXXXXXXXX (Continued)

Electronic and Other Credits

Date	Description	Amount
3/02	SETTLEMENT BKCD PROCESSING CCD Harmony Aesthetics 179100001165191	518.02
3/02	SETTLEMENT BKCD PROCESSING CCD Harmony Aesthetics 179100001165191	841.01
3/02	Deposit	72.00
3/02	Deposit	100.00
3/02	Deposit	450.00
3/04	SETTLEMENT BKCD PROCESSING CCD Harmony Aesthetics 179100001165191	129.50
3/05	SETTLEMENT BKCD PROCESSING CCD Harmony Aesthetics 179100001165191	280.52
3/05	Deposit	165.00
3/06	TRANSFER STRIPE CCD SANDRA HURTADO ST-N6V1T5C9C3L5	17.08
3/06	SETTLEMENT BKCD PROCESSING CCD Harmony Aesthetics 179100001165191	297.82
3/09	SETTLEMENT BKCD PROCESSING CCD Harmony Aesthetics 179100001165191	232.40
3/09	SETTLEMENT BKCD PROCESSING CCD Harmony Aesthetics 179100001165191	323.00
3/09	SETTLEMENT BKCD PROCESSING CCD Harmony Aesthetics 179100001165191	408.35
3/11	Deposit	90.36
3/12	SETTLEMENT BKCD PROCESSING CCD Harmony Aesthetics 179100001165191	282.66

Electronic and Other Withdrawals

Date	Description	Amount
3/02	DBT CRD 1001 02/28/20 76913158 YORKVILLE A 000-0000000 IL C#6661	240.00-



Sandra Marie Jarzab Hurtado  
DBA Harmony Aesthetics

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Bad Address  
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Simply Business Checking XXXXXXXXXX (Continued)

Electronic and Other Withdrawals

Date	Description	Amount
3/02	SETTLEMENT BKCD PROCESSING CCD Harmony Aesthetics 179100001165191	182.95-
3/02	Transf to per checking Confirmation number 302204508	200.00-
3/02	Transf to per savings Confirmation number 302204513	100.00-
3/03	IPFSPMTMOK IPFS866-412-2561 CCD HARMONY AESTHETICS, LL 856607	136.84-
3/03	Transf to payroll Confirmation number 303201838	500.00-
3/05	DBT CRD 1428 03/04/20 37072442 LASH TAVERN 480-331-8521 AZ C#6661	187.25-
3/09	POS DEB 1653 03/08/20 I29KCS01 AMAZON.COM* AMAZON.COM SEATTLE WA C#6661	22.77-
3/09	POS DEB 1514 03/08/20 KY3P9BEZ AMAZON.COM* AMAZON.COM SEATTLE WA C#6661	30.80-
3/09	POS DEB 1351 03/08/20 6ZS96FE0 AMAZON.COM* AMAZON.COM SEATTLE WA C#6661	31.84-
3/09	DBT CRD 1251 03/05/20 79163370 KENNEDY POI BRISTOL IL C#6661	14.75-
3/09	DBT CRD 1425 03/07/20 35526322 SQ *PARADIS Yorkville IL C#6661	65.87-
3/09	DBT CRD 2213 03/09/20 16277827 VISTAPR*Vis 866-8936743 MA C#6661	176.78-
3/09	INS PMNT OHIO WESTFIELD A WEB 6607175	39.03-
3/09	Bill Paid-UNITED CITY OF YORKV ILLE Conf #163	154.48-
3/09	Transf to per checking Confirmation number 309201604	200.00-
3/10	DBT CRD 1714 03/09/20 00767486 AMZN Mktp U Amzn.com/bill WA C#6661	11.68-
3/10	DBT CRD 1332 03/09/20 67644414 TST* BURNT YORKVILLE IL C#6661	18.02-

Sandra Marie Jarzab Hurtado  
 DBA Harmony Aesthetics  
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 Bad Address  
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Simply Business Checking XXXXXXXXXX (Continued)

Electronic and Other Withdrawals

Date	Description	Amount
3/10	DBT CRD 1153 03/09/20 07943818 JUST GOTTA 407-466-9069 FL C#6661	259.00-
3/10	EDI PYMNTS IL DEPT OF REVEN CCD HARMONY AESTHETICS EDI 00000780726112 TXP*42739527*0411*20191231*T*4 8400	484.00-
3/10	Transf to per checking Confirmation number 310201776	200.00-
3/11	DBT CRD 1747 03/10/20 20411609 Vagaro 800-9190157 CA C#6661	45.00-
3/12	DBT CRD 1907 03/10/20 04485839 Vagaro DUBLIN CA C#6661	53.29-
3/12	DBT CRD 2009 03/09/20 77935100 LIGHTSTIM 714-884-3337 CA C#6661	220.80-
3/12	Transf to per savings Confirmation number 312200003	100.00-

CHECK REGISTER (\* denotes non-consecutive check number)

Date	Check #	Amount
3/12	202	1,133.00

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
3/02	2,288.21	3/05	2,039.14	3/10	1,608.77
3/03	1,651.37	3/06	2,354.04	3/11	1,654.13
3/04	1,780.87	3/09	2,581.47	3/12	429.70

Sandra Marie Jarzab Hurtado  
 DBA Harmony Aesthetics  
 4216 Cummins St  
 Plano IL 60545-2222

## CHECKING ACCOUNTS

Simply Business Checking				2
Account #	██████████	Statement Dates	3/13/20 thru	3/31/20
Beginning Balance	429.70	Days in the statement period		19
8 Deposits/Credits	1,881.74	Avg Balance		891.57
16 Checks/Debits	2,103.20	Avg Collected Balance		891.57
Service Charge	.00			
Interest Paid	.00			
Ending Balance	208.24			

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	\$ .00	\$32.00
Return Item Fees	\$ .00	\$ .00

## Electronic and Other Credits

Date Description	Amount	
3/13 SETTLEMENT BKCD PROCESSING CCD Harmony Aesthetics 179100001165191		203.84
3/16 SETTLEMENT BKCD PROCESSING CCD Harmony Aesthetics 179100001165191		149.30
3/16 SETTLEMENT BKCD PROCESSING CCD Harmony Aesthetics 179100001165191		214.15
3/16 SETTLEMENT BKCD PROCESSING CCD Harmony Aesthetics 179100001165191		254.45
3/17 Trsf from per savings		300.00

Sandra Marie Jarzab Hurtado  
 DBA Harmony Aesthetics  
 4216 Cummins St  
 Plano IL 60545-2222

Simply Business Checking XXXXXXXXXX (Continued)

Electronic and Other Credits

Date Description	Amount
Confirmation number 317201369	
3/23 Deposit	265.00
3/30 Deposit	45.00
3/31 P2P PAYMNT Heartland Bank a WEB Bryan Furr	450.00

Electronic and Other Withdrawals

Date Description	Amount
3/13 DBT CRD 0955 03/12/20 37118446 Intuit *Pay 833-830-9255 CA C#6661	47.82-
3/13 DBT CRD 1405 03/12/20 87355536 SIMPLESPA S HTTPSSIMPLESP IL C#6661	30.00-
3/16 POS DEB 0715 03/13/20 00405954 AMAZON.COM* AMAZON.COM SEATTLE WA C#6661	38.72-
3/16 Bill Paid-NICOR GAS Conf #164	60.41-
3/16 Transf to per checking Confirmation number 316203926	50.00-
3/16 Transf to per checking Confirmation number 316204075	650.00-
3/16 Transf to per checking Confirmation number 316204708	28.00-
3/17 DBT CRD 0057 03/17/20 14462771 COMCAST CHI 800-COMCAST IL C#6661	151.35-
3/17 Transf to per checking Confirmation number 317201368	300.00-
3/24 DBT CRD 0454 03/23/20 56604972 LEGALSHIELD 800-6547757 OK C#6661	39.00-
3/24 ADWORDS:28 GOOGLE CCD Sandra Hurtado 011109770 DEBIT US001VNJ1F	47.41-
3/26 Chargeback 503	150.00-
3/26 Chargeback Fee	5.50-

Sandra Marie Jarzab Hurtado  
 DBA Harmony Aesthetics  
 4216 Cummins St  
 Plano IL 60545-2222

Simply Business Checking XXXXXXXXXX (Continued)

Electronic and Other Withdrawals

Date	Description	Amount
3/27	DBT CRD 0851 03/26/20 98979162 Spotify USA 877-7781161 NY C#6661	9.99-
3/30	DBT CRD 0816 03/27/20 78189824 WESOS NETWO 630-319-1526 IL C#6661	45.00-
3/31	Transf to bus savings Confirmation number 331200638	450.00-

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Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
3/13	555.72	3/23	460.14	3/27	208.24
3/16	346.49	3/24	373.73	3/30	208.24
3/17	195.14	3/26	218.23	3/31	208.24

Sandra Marie Jarzab Hurtado  
 DBA Harmony Aesthetics  
 Savings  
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CHECKING ACCOUNTS

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Business Checking w/ Interest			0
Account #	██████████	Statement Dates	3/02/20 thru 3/12/20
Beginning Balance	2,532.84	Days in the statement period	11
Deposits/Credits	.00	Avg Balance	2,532.84
Checks/Debits	.00	Avg Collected Balance	2,532.84
Service Charge	.00	Interest Earned	.03
Interest Paid	.00	Annual Percentage Yield Earned	0.04%
Ending Balance	2,532.84	2020 Interest Paid	.17

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	\$ .00	\$ .00
Return Item Fees	\$ .00	\$ .00

Daily Balance Summary  
 Date                      Balance  
 3/02                      2,532.84

Sandra Marie Jarzab Hurtado  
 DBA Harmony Aesthetics  
 Savings  
 4216 Cummins St  
 Plano IL 60545-2222

CHECKING ACCOUNTS

Business Checking w/ Interest			0
Account #	[REDACTED]	Statement Dates	3/13/20 thru 3/31/20
Beginning Balance	2,532.84	Days in the statement period	19
2 Deposits/Credits	580.00	Avg Balance	2,608.50
Checks/Debits	.00	Avg Collected Balance	2,608.50
Service Charge	.00	Interest Earned	.06
Interest Paid	.09	Annual Percentage Yield Earned	0.04%
Ending Balance	3,112.93	2020 Interest Paid	.26

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	\$ .00	\$ .00
Return Item Fees	\$ .00	\$ .00

Electronic and Other Credits		
Date	Description	Amount
3/18	Trsf from per savings	130.00
	Confirmation number 318200546	
3/31	Trsf from bus checking	450.00
	Confirmation number 331200638	
3/31	Interest Deposit	.09

Daily Balance Summary					
Date	Balance	Date	Balance	Date	Balance
3/13	2,532.84	3/18	2,662.84	3/31	3,112.93

Sandra Marie Jarzab Hurtado  
 DBA Harmony Aesthetics  
 Withholding  
 4216 Cummins St  
 Plano IL 60545-2222

CHECKING ACCOUNTS

Simply Business Checking			0
Account #	[REDACTED]	Statement Dates	3/13/20 thru 3/31/20
Beginning Balance	1,122.00	Days in the statement period	19
Deposits/Credits	.00	Avg Balance	1,122.00
Checks/Debits	.00	Avg Collected Balance	1,122.00
Service Charge	.00		
Interest Paid	.00		
Ending Balance	1,122.00		

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	\$ .00	\$ .00
Return Item Fees	\$ .00	\$ .00

Daily Balance Summary

Date	Balance
3/13	1,122.00



Sandra Marie Jarzab Hurtado  
 DBA Harmony Aesthetics  
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 Bad Address  
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CHECKING ACCOUNTS

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Simply Business Checking			0
Account #	████████████████████	Statement Dates	3/02/20 thru 3/12/20
Beginning Balance	544.17	Days in the statement period	11
1 Deposits/Credits	500.00	Avg Balance	792.78
1 Checks/Debits	755.07	Avg Collected Balance	792.78
Service Charge	.00		
Interest Paid	.00		
Ending Balance	289.10		

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	\$ .00	\$ .00
Return Item Fees	\$ .00	\$ .00

Electronic and Other Credits		
Date Description	Amount	
3/03 Trsf from bus checking		500.00
Confirmation number 303201838		

Sandra Marie Jarzab Hurtado  
DBA Harmony Aesthetics

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Bad Address  
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Simply Business Checking



(Continued)

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Electronic and Other Withdrawals

Date	Description	Amount
3/10	QUICKBOOKS INTUIT PAYROLL S CCD HARMONY AESTHETICS ERVICES 823749268 823749268	755.07-

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Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
3/02	544.17	3/03	1,044.17	3/10	289.10

Sandra Marie Jarzab Hurtado  
 DBA Harmony Aesthetics  
 4216 Cummins St  
 Plano IL 60545-2222

CHECKING ACCOUNTS

Simply Business Checking				0
Account #	[REDACTED]	Statement Dates	3/13/20 thru	3/31/20
Beginning Balance	289.10	Days in the statement period		19
Deposits/Credits	.00	Avg Balance		415.68
1 Checks/Debits	217.86	Avg Collected Balance		415.68
Service Charge	.00			
Interest Paid	.00			
Ending Balance	71.24			

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	\$ .00	\$ .00
Return Item Fees	\$ .00	\$ .00

Electronic and Other Withdrawals

Date	Description	Amount
3/24	QUICKBOOKS INTUIT PAYROLL S CCD HARMONY AESTHETICS ERVICES 823749268 823749268	217.86-

Daily Balance Summary

Date	Balance	Date	Balance
3/13	289.10	3/24	71.24

Sandra Marie Jarzab Hurtado  
 DBA Harmony Aesthetics  
 Withholding  
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CHECKING ACCOUNTS

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Simply Business Checking			0
Account #	████████████████████	Statement Dates	3/02/20 thru 3/12/20
Beginning Balance	1,122.00	Days in the statement period	11
Deposits/Credits	.00	Avg Balance	1,122.00
Checks/Debits	.00	Avg Collected Balance	1,122.00
Service Charge	.00		
Interest Paid	.00		
Ending Balance	1,122.00		

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	\$ .00	\$ .00
Return Item Fees	\$ .00	\$ .00

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Daily Balance Summary  
 Date                      Balance  
 3/02                      1,122.00

## ***Insert Additional Documentation here.***

*From the benefiting business.*

If available, other forms of **documentation to demonstrate the lack of permanent working capital** in support of operating expenses. Such evidence may include shutoff utility notices, delinquent bills, denied loan applications, etc

### DOCUMENTATION of EMPLOYEE STATUS

*Expand as Needed*

Provide a list of all **personnel that were employed as of January 1, 2020** as well as new hires since that **date**. Include the business owner(s). Indicate status of each employee. Provide the total of employees on 1/1/2020.

Employee Name	Employee's Last 4 Digits of Social Security #	Status on 1/1/20		Current Status			
		Employed	Hired after 12/31/19	Employed working at business location	Employed working remotely	Temporarily Laid Off	Terminated
<b>TOTAL:</b>							

**BUSINESS CERTIFICATIONS**

**The Business understands that no aspect of the project proposed for assistance will commence prior to the award of funds to the community and the receipt of environmental clearance.**

The Business certifies that it is a Business in good standing, authorized to do business in Illinois and has no delinquent tax liabilities. The Business further authorizes the Department of Commerce and Economic Opportunity to seek a tax clearance letter from the Illinois Department of Revenue and authorizes the Department of Revenue to provide such a letter stating whether the records of the Department show that Borrower is in compliance with all tax acts administered by the Department of Revenue and to which Borrower is subject.

The Business also certifies that no tax liens, including but not limited to, municipal, county, state, or federal, have been filed against the Business, any partners of the Business, the majority shareholder of the Business, or in the name of a related business owned by the recipient.

The Business authorizes the Department of Commerce and Economic Opportunity to verify in any manner deemed appropriate any and all items indicated in this application which includes information obtained through the Illinois Department of Employment Security, Consumer Credit Bureau Services, business reporting services such as Dun and Bradstreet and criminal history record check.

The Business certifies that all information and documentation contained in this application, is accurate, complete and true to the best of his/her knowledge.

The Business certifies that it has read and understands the application guidelines.

\_\_\_\_\_  
Signature of Chief Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name of Chief Executive Officer

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
FEIN #

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
DUNS #

\_\_\_\_\_  
SIC #

## PARTICIPATION AGREEMENT

**THIS AGREEMENT** is made as of the \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the City of \_\_\_\_\_ ("Unit of Local Government") and \_\_\_\_\_, Inc., (Benefiting "Business").

**WHEREAS**, the Unit of Local Government is interested in maintaining its economic base with the primary emphasis on retaining jobs.

**WHEREAS**, the Unit of Local Government has entered into an agreement with the Illinois Department of Commerce and Economic Opportunity to implement an economic development program that significantly impacts upon the Unit of Local Government's economic base; and

**WHEREAS**, the Business is interested in maintaining its employment base; and

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

### **I. GENERAL DEFINITIONS**

- 1.1 "Application" shall mean all materials submitted by the Business to the Unit of Local Government or the State of Illinois in connection with this Agreement.
- 1.2 "DCEO Funds" shall mean the sum of \$\_\_\_\_\_ representing the grant received by the Unit of Local Government pursuant to its agreement with the Illinois Department of Commerce and Economic Opportunity (DCEO).

### **II. PERFORMANCE**

- 2.1 The Unit of Local Government agrees, subject to the terms and conditions of this Agreement, to provide grant funds to the Business for the purpose of working capital.
- 2.2 Grant funds shall be paid with Community Development Block Grant funds through DCEO.
- 2.3 Business must remain open or reopen and retain or re-employ permanent jobs prior to the grant end date (one year from grant award).
- 2.4 In the event the Unit of Local Government fails to receive the DCEO funds, for any reason, this Agreement shall be terminated, at the sole option of the Unit of Local Government, without fault as to either party.

### **III. COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE BUSINESS**

- 3.1 On or prior to the date of this Agreement, all legal matters incident to this Agreement and the transactions contemplated hereby shall be satisfactory to the Unit of Local Government.



- 3.2 Business represents and warrants that:
- (a) Business is a sole proprietorship, corporation or partnership, as the case may be, duly formed, validly existing and in good standing under the laws of Illinois, is duly licensed and duly qualified as a foreign corporation or partnership, as the case may be, in good standing in all the jurisdictions in which the character of the property owned or leased or the nature of the business conducted by it requires such licensing or qualification and has all proprietorship, corporate or partnership powers, as the case may be, and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted.
  - (b) The execution, delivery and performance by Business of this Agreement, are within Business's proprietorship, corporate or partnership powers, have been duly authorized by all necessary proprietorship, corporate or partnership action, require no action by or in respect of, or filing with, any governmental body, agency or official and do not contravene any provision of applicable law or regulation or of the Articles of Incorporation or By-Laws or Partnership Agreement of Business, as the case may be.
  - (c) This Agreement constitutes a valid and binding agreement of Business.
  - (d) The Application is in all respects true and accurate and there are no omissions or other facts or circumstances which may be material to this Agreement or the Project.
  - (e) The financial information delivered to Unit of Local Government pursuant to the Application fully and accurately present the financial condition of the Business. No material adverse change in the condition, financial or otherwise, of Business has occurred since the date of the financial statements most recently delivered to the Unit of Local Government.
  - (f) Neither Business nor, to the best of Business's knowledge, any of Business's employees have been convicted of bribing or attempting to bribe an officer or employee of the Unit of Local Government, nor has the Business made an admission of guilt of such conduct which is a matter of record.
- 3.3 The Business shall keep detailed records of all matters related to this Agreement (including the Exhibits hereto). The Business shall provide to the Unit of Local Government all materials necessary for the Unit of Local Government to meet reporting and other requirements of this grant.
- 3.4 The Business shall comply with all applicable state and federal law and regulations promulgated thereunder. Business shall comply with all applicable laws and regulations prohibiting discrimination on the basis of race, sex, religion, national origin, age or handicap, including but not limited to the Illinois Human Rights Act, as now or hereafter amended, and the Equal Employment Opportunity Clause promulgated pursuant thereto.
- 3.5 Business shall fully and completely indemnify, defend and hold harmless the Unit of Local Government and the State of Illinois and their officers, directors, employees and

agents against any liability, judgment, loss, cost, claim, damage (including consequential damage) or expense (including attorney's fees and disbursements, settlement costs, consultant fees, investigation and laboratory fees) to which any of them may become subject insofar as they may arise out of or are based upon this Agreement or any agreement or document executed by Business and Unit of Local Government as part of the transaction described herein.

- 3.6 The Unit of Local Government shall have the right of access, at all reasonable hours, to Business's premises and books and records for purpose of determining compliance with this Agreement. In addition to the reporting specifically required hereunder, Business shall furnish to the Unit of Local Government such information as the Unit of Local Government may reasonably request with respect to this Agreement.

#### IV. DEFAULT AND REMEDIES

- 4.1 If one or more of the following events ("Defaults") occurs and is not timely cured, then, the Unit of Local Government may declare Business in default under this Agreement and seek any of the enumerated remedies described in this Section.
- (a) Business fails to observe or perform any covenant or agreement contained in this Agreement, including the Exhibits hereto, for 10 days after written notice to cure thereof has been given to Business by the Unit of Local Government;
  - (b) Any representation, warranty, certificate or statement made by Business in this Agreement, including the Exhibits hereto, or in any certificate, report, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect when made in any material respect;
  - (c) Business shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;
  - (d) An involuntary case or other proceeding shall be commenced against Business seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against Business under the federal bankruptcy laws as now or hereafter in effect;

- (e) Business ceases the conduct of active trade or business in the Unit of Local Government's community for any reason, including, but not limited to, fire or other casualty; and does not reopen prior to the end date of the grant agreement.
- 4.2 If a Default occurs and is not timely cured, then the Unit of Local Government shall seek reimbursement from the Business for all funds (including DCEO funds) expended by the Unit of Local Government on or related to the Project, including, but not limited to working capital, equipment, architectural engineering, construction, administrative, real estate and incidental costs related thereto.
- 4.3 Upon notice of a Default and if said Default is not timely cured, the Unit of Local Government shall notify the Business that reimbursement shall be made to the Unit of Local Government within 30 days after said notice. If the Business fails to reimburse the Unit of Local Government within 30 days after the date of the notice, the Unit of Local Government shall have the right to collect interest on the unpaid balance beginning on the 31<sup>st</sup> day after notice at a rate equal to 12% per annum.
- 4.4 If the Unit of Local Government is successful in any proceeding to enforce the terms of this Agreement, then the Unit of Local Government shall have the right to obtain from the Business, as an additional remedy, attorney fees, costs and expenses, related to the proceeding.

## **V. TERMINATION**

- 5.1 This Agreement may be terminated at any time by written, mutual agreement of the parties, provided the Unit of Local Government has obtained written consent from the Illinois Department of Commerce and Economic Opportunity as to such termination.
- 5.2 This Agreement may be terminated by the Unit of Local Government whenever it issues a notice of Default to the Business and the Business does not timely cure the Default pursuant to Section IV.
- 5.3 This Agreement will terminate when the Project has been completed and when all of the terms and conditions of this Agreement (including the Exhibits thereto) creating duties upon the Business, have been satisfied by the Business.

## **VI. GENERAL PROVISIONS**

- 6.1 Notice required hereunder shall be in writing and shall be deemed to have validly served, given or delivered upon deposit in the United States mail, by registered mail, return receipt requested, at the address set forth on the signature page hereof or to such other address as each party may specify for itself by like notice.
- 6.2 All covenants, agreements, representations and warranties made herein and, in the certificates, delivered pursuant hereto shall survive the execution of the Agreement and shall continue in full force and effect so long as the Agreement shall be in force.

- 6.3 No failure or delay by the Unit of Local Government in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- 6.4 Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be invalid under applicable law, such provision shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of this Agreement.
- 6.5 This Agreement represents the full and complete agreement between the parties with respect to the matters addressed herein and there are no oral agreements or understandings between the parties.
- 6.6 This Agreement shall be construed in accordance with and governed by the law of the State of Illinois.
- 6.7 This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.
- 6.8 No modification of or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the parties hereto, and provided further, that the Unit of Local Government shall obtain written consent of the Illinois Department of Commerce and Economic Opportunity prior to executing any such modification or waiver.
- 6.9 The Business certifies that it has not been barred from bidding on or receiving State contracts as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating, respectively) (720 ILCS 5/33E-3 and 5/33-4).
- 6.10 The Business certifies that it has not been barred from being awarded a contract or subcontract under Section 50-5 of the Illinois Procurement (Code 30 ILCS 500).
- 6.11 The Business acknowledges that receipt of benefits under this agreement may require compliance with the Prevailing Wage Act (820 ILCS 130). Persons willfully failing to comply with or violating this act may be in violation of the Criminal Code. Questions concerning compliance with the Prevailing Wage Act should be directed to the Illinois Department of Labor.
- 6.12 The Unit of Local Government acknowledges that if the project as proposed by this Agreement is completed in accordance with this Agreement and the Agreement executed between the Unit of Local Government and the Department of Commerce and Economic Opportunity then the provisions cited above in 6.9; 6.10; and 6.11 do not apply to the Business but do apply to the activities to be completed by the Unit of Local Government.

**IN WITNESS WHEREOF**, the parties executed this Agreement the day and year first above written.

(Business Name)

\_\_\_\_\_  
By: (Name of Officer)  
Its: President

\_\_\_\_\_  
By: Honorable (Name of Mayor)  
Its: Mayor

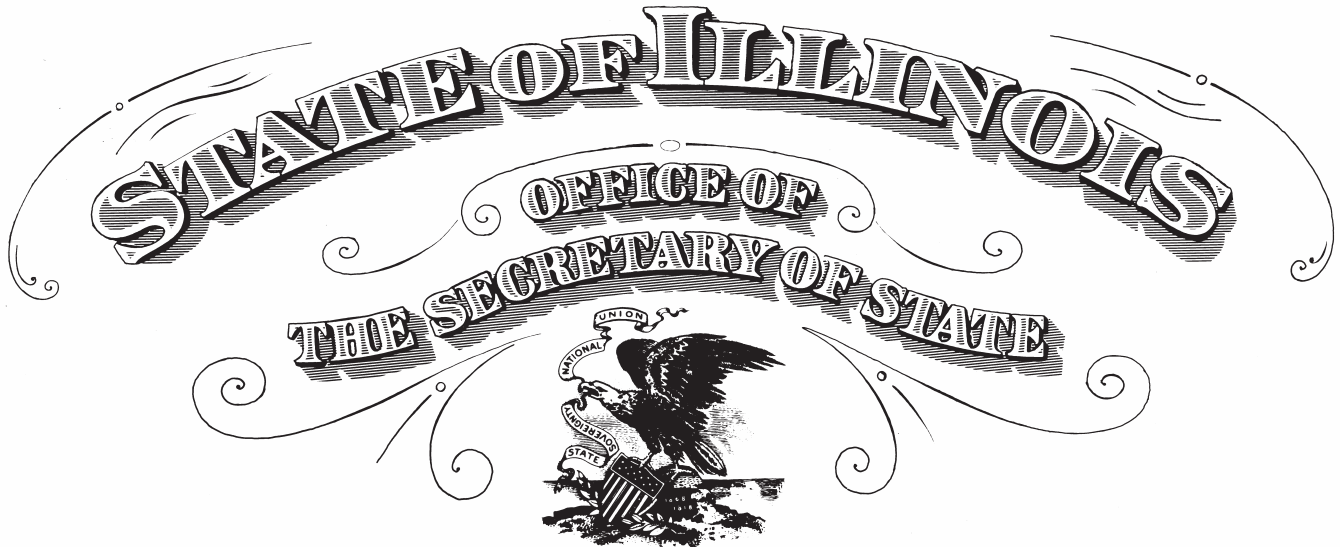
Address:

Address:

***Insert Benefiting Business's Certificate of Good Standing from Secretary of State here.***

The certificate can be printed from: <https://www.ilsos.gov/corporatellc/>

This requirement does not apply if the benefiting business is a Sole Proprietorship.

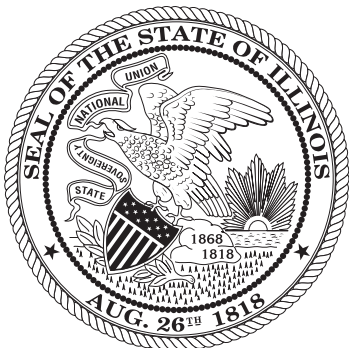


**To all to whom these Presents Shall Come, Greeting:**

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

HARMONY AESTHETICS LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON DECEMBER 18, 2017, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.

***In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 22ND day of APRIL A.D. 2020 .***



*Jesse White*

SECRETARY OF STATE

## Section C - Budget Worksheet & Narrative

**15). Working Capital:** Costs directly related to the service or activities of the business.

Description	Quantity	Basis	Cost	Length of time	Capital Cost
Personnel (Salaries and Wages)	<i>1</i>	<i>Monthly</i>	\$ 2,547.00	<i>2</i>	\$ 5,094.00
Fringe Benefits					\$ -
Occupancy (Rent/Mortgage Payments)	<i>1</i>	<i>Monthly</i>	\$ 1,133.00	<i>2</i>	\$ 2,266.00
Utilities (Electrical, Gas, Water, Sewer)	<i>1</i>	<i>Monthly</i>	\$ 210.00	<i>2</i>	\$ 420.00
Telecommunications & Internet	<i>1</i>	<i>Monthly</i>	\$ 152.00	<i>2</i>	\$ 304.00
Inventory/Goods Necessary to do Business	<i>1</i>	<i>Monthly</i>	\$ 1,000.00	<i>2</i>	\$ 2,000.00
Supplies (office-related)	<i>1</i>	<i>Monthly</i>	\$ 40.00	<i>2</i>	\$ 80.00
Contractual Services (pest control, cleaning, etc.)					\$ -
Other (specify): Advertisiing	<i>1</i>	<i>Monthly</i>	\$ 520.00	<i>2</i>	\$ 1,040.00
Other (specify): Professional Srevices	<i>1</i>	<i>Monthly</i>	\$ 220.00	<i>2</i>	\$ 440.00
					\$ -
				<b>State Total</b>	<b>\$ 11,644.00</b>

**Total State-Funded Working Capital \$ 11,644.00**

**Working Capital Narrative (State):**