

## **Backing Small Businesses: Disaster Recovery Grant Program Terms**

Applications for the 2025 Backing Small Businesses: Disaster Recovery Grant Program ("Program") will be accepted from 9:00 am Central Time ("CT") on May 7, 2025 through 11:59 pm (CT) on May 21, 2025 ("Application Period").

**PROGRAM DESCRIPTION:** In May 2025, the Backing Small Businesses grant program will offer a round of Disaster Recovery grants, intended for locally significant small businesses that have been impacted by recent natural disasters. From Wednesday, May 7 through Wednesday, May 21, 2025, businesses who have been impacted by FEMA-declared disasters on or after January 1, 2024, can apply for one of one hundred available \$10,000 grants to aid in their recovery efforts.

Recipients also have the potential to be awarded \$30,000 Enhancement Grants, which will provide those business owners the opportunity to create transformative change within their business and in their community.

To be eligible for a \$30,000 Enhancement Grants, a recipient must have received the initial \$10,000 grant and successfully completed their projects, and must not have previously received an Enhancement Grant from the Backing Small Businesses grant program. Enhancement Grant recipients will be considered based on Enhancement Grant project proposals, which must be submitted through the final grant report for the initial \$10,000 grant.

**ELIGIBILITY:** Eligible small businesses are those businesses (i) that have been in operation on or before January 1, 2024, (ii) were located in a county/parish/borough listed as a Designated Area of a FEMA Declared Disaster with an incident date on or after January 1, 2024, (iii) that operated out of a physical location (meaning "brick-and-mortar" location) in an older or historic main street, downtown or commercial district in the United States or U.S. territories at the time of such disaster, (iv) that have not previously received a grant sponsored by American Express related to recovery from such disaster, (v) that employ 20 or less full-time employees (including the company owners), (vi) 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), and (vii) that are not part of a national franchise. 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 and limit one (1) Application per eligible small business owner (if you own more than one small business impacted by a federally-declared disaster, you may only submit one Application). 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.

**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. Sensitive information, such as social security numbers and tax documents, will be kept confidential. 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.

Each grant recipient consents to Sponsor and/or American Express taking their own photographs or video recordings in connection with the recipient's use of grant funds, and using such photographs and video recordings for advertising, promotional, and other purposes in connection with the Program and the objectives of the Program, in each case, without any further compensation, notification, or permission from the recipient.

Sponsor and/or American Express may make a public announcement of the recipients and the Program. Prior to such public announcement, a recipient must not to make any announcement or release any information concerning the grant without prior written approval of the Sponsor and/or American Express.

Each grant recipient agrees to sign any documentation required by Sponsor and/or American Express to make use of the rights granted herein.

**ACCEPTABLE USES:** Recipients are expected to use the grant towards their recovery from the disaster, both physically and economically. Grants may be put towards any losses sustained and assist the business in returning to pre-disaster operations, or to help the business remain viable and operational post-disaster. Additionally, grants may include resiliency and future-proofing projects to better prepare the business to endure a future disaster.

Loan repayment is not considered acceptable uses of grant funds, and applications with budgets including these items will be considered ineligible.

Eligible grant expenses include but are not limited to:

- Community Events and Programs (Examples: re-opening events, public educational/training workshops, hosting community fundraisers, partnerships with other small businesses)
- Equipment and Inventory (Examples: recovering lost inventory, point of sale device/software, purchasing of items for sale, display cases, kitchen equipment)
- Marketing (Examples: investing in social media campaign to re-establish your customer base, building a website, etc.)
- Operational Strategy (Examples: accounting software, business coaching, and other types of support that would increase the viability of your business)
- Physical Repairs and Improvements (Examples: signage, awnings, painting façade, replacing damaged shelving and lighting, etc.)
- Remediation and Clean up (Examples: debris removal, mold/smoke remediation)
- Technology (Examples: data recovery, building an online storefront, online ordering system, or other e-commerce platform)
- Rent, Utilities Expenses, Payroll and Salaries
- Resiliency Projects, where this project is additional to the recovery efforts (Examples: Installing alarms and safety equipment, installing a rain garden as a preventative measure to assist in floodwater catchment, installing solar panels or alternative power sources, etc.)

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

- Feasibility
  - Can the proposed project be completed with \$10,000 in funding? If not, have other funding sources already been secured to cover any overage?
  - Can the proposed project be realistically completed by September 30, 2025?
- Need
  - What physical and/or economic loss has the business experienced due to the disaster?
- Impact
  - How will the grant funds help the business recover from the disaster?
  - Will the grant funds help the business return to normal operations in a brick-and-mortar location?
  - Will the grant funds be used to help the business leverage sales, re-grow customer base, or better prepare the business in some way for a future disaster?
- Local Significance
  - How involved is the applicant's small business in their community, both in the present and historically?
  - Does the business serve a community-specific need in its operation?

All decisions of the Sponsor and American Express are final and binding. Sponsor will not reveal the details of the deliberations on 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, with the potential to be considered for an additional \$30,000 Enhancement Grant. 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, actions, suits, and direct or indirect damages, consequential damages, incidental damages, punitive or exemplary damages, judgments, claims, and demands 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 AND AMERICAN EXPRESS RESERVE 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 in June 2025 on Sponsor's website (<https://www.mainstreet.org/blogs>). For other inquiries related to the announced grant recipients, send an email to: [SmallBizGrant@savingplaces.org](mailto:SmallBizGrant@savingplaces.org).

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