

## Terms and Conditions

**Open Records:** Routt County understands and supports the public's right to access public records. Information submitted through this application is a public record and is subject to disclosure under the Colorado Public Records Act (CORA). In addition, the Routt County may be required to disclose information by subpoena, civil-investigative demand, or court-ordered or court-authorized discovery. I acknowledge and agree that any information submitted through this application may be subject to disclosure under CORA or through another legal process. If there are specific, individual portions of the application materials that contain information that is proprietary, confidential, or otherwise excepted from disclosure under CORA, the Applicant may mark those portions as confidential. However, under no circumstances may an entire application be marked as confidential, and each Applicant agrees to hold the County harmless from any claims arising from the release of confidential or proprietary information not clearly designated as such, and from any claims arising from the release of documents not protected from disclosure under CORA. For more information, access the Colorado Open Records Act. **Additional Documentation; Report; Audit:** Prior to selection, Applicant may be required to provide additional documentation, including but not limited to most recent tax returns, payroll and balance sheets, 941s, credit reports, lease agreements, etc. Routt County reserves the right to audit the status and use of grant funds at any time, and pursue legal action for misuse of funds. Further, recipients may need to provide additional information including summary reports. Along with the report, Routt County may request, and Applicant must provide, specific supplemental documentation (receipts, etc) showing how funds were used. Routt County reserves the right to use information provided in the follow-up reports for dissemination to the public for marketing of the Program and other purposes.

**Use of Grant Funds:** Applicant agrees to use grant funds only for legitimate expenses related to Applicant's business activities, including rent/mortgage, payroll, insurance, or other monthly business expenses that comply with all federal, state, and local laws.

**Certification; Misrepresentation:** By submitting this application, Applicant certifies that all information provided herein is true, correct, and complete. Applicant understands and agrees that a misrepresentation or omission made as part of or in connection with this application discovered at any time may be grounds for immediate payback in full of all Grant funding, and that Routt County reserves every available right in law and equity to collect on such amounts.

**Authority:** By submitting this application, Applicant further represents, warrants, and agrees that Applicant possesses all authority necessary to bind Applicant to all terms and conditions contained or referenced herein.

**No Extension of Credit; No Rights Created:** Applicant acknowledges and understands that the submission of this application in no way guarantees extension of credit, approval for any loan, and does not bind the County in any way or create any rights whatsoever. The County reserves the right to modify the Program Terms and Conditions or selection process, to cancel the Program, to reject or accept any application, and to waive any informalities or irregularities in the selection and review process, without liability, for any reason, at any time.