



Maui Small Business Recovery Grant Program

Terms and Conditions

The Maui Small Business Recovery Grant Program (the "Grant Program") is subject to all applicable federal, provincial, state and local laws, regulations, and government-imposed rules and requirements. By submitting an application, each applicant agrees to abide by these Terms and Conditions, the terms of any grant agreements issued, and decisions of the U.S. Chamber of Commerce Foundation (the "Foundation"), which shall be final and binding in all respects relating to this Grant Program.

Eligibility

To be eligible to receive a grant ("Grant") from the Maui Small Business Recovery Grant Program ("Grant Program"), any person (or their business) applying for a Grant (an "Applicant") must satisfy the following the eligibility criteria:

- Be a business that, immediately before the 2023 Maui Wildfires occurring between August 8, 2023 - September 30, 2023 (the "Maui Wildfires"), employed at least three (3) but no more than twenty (20) individuals, including the owner, full or part time, or those working for the business under a 1099 agreement. A "business" means any of the following:
 - Sole proprietorship
 - General Partnership
 - Limited Partnership
 - Limited Liability Company
 - C-Corporation
 - S-Corporation
- Have at least one physical location or online business in Maui established on or prior to August 1, 2023
- Be a business financially harmed by the 2023 Maui Wildfires
- Do not have sufficient financial resources to cover the business damage/loss your business experienced as a result the Maui Wildfires
- Have a valid employer identification number (EIN)
- Not be in an Ineligible Business Category (as defined below)
- Agree to these Terms and Conditions, and the terms of any grant agreement
- Provide an answer to each required question in the Grant program application (defined below)

Ineligible Business Categories, includes (without limitation), any of the following:

- Any government agency, public administration, political organization, non-profit or tax exempt organization, or any type businesses engaged in any illegal activity
- Gas stations, or business located on the same premises as a gas station



- Shopping property management companies
- Direct seller/Multi-level marketing (e.g., Amway, Mary Kay, Tupperware, etc.)
- Any business that is primarily in the business of manufacturing, promoting or selling diet aids, cannabis, gambling, tobacco (including tobacco-related equipment, such as e-cigarettes), firearms or other weapons
- Private clubs and businesses which limit the number of memberships for reasons other than capacity
- Businesses principally engaged in teaching, instructing, counseling or indoctrinating religion or religious beliefs, whether in a religious or secular setting
- Businesses which derive directly or indirectly more than de minimis gross revenue through the sale of products or services, or the presentation of any depictions or displays, of a sexual nature
- Not be part of a franchise brand with more than twenty-five (25) corporate-owned stores, or more than two hundred and fifty (250) stores in total
- Businesses owned by employees, officers, and directors of the Foundation, Chamber of Commerce Hawaii, Maui Chamber of Commerce, LahainaTown Action Committee, American Express Company, or any current Grant Program funder ("Grant Program Entities") and any affiliated entities, and their respective immediate families (parents, spouse, children, siblings) or individuals residing in their household (whether or not related) are not eligible to receive Grants
- Persons or entities listed on any sanctions list or subject to any sanctions

Grant Process

Applicants are required to complete and submit an online Grant Program application and IRS form W-9 (each, an "Application"). Applications must be submitted during the application period, which will begin on April 17, 2024 at 12:00 AM HST and end on May 1, 2024 at 11:59 PM HST ("Application Period"). The Application Period may be extended as determined by the Foundation in its sole discretion. Limit one (1) Application per Applicant. 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 Grant Program Entities. In order to submit the Application, the Applicant will be required to agree to abide by these Terms and Conditions as a condition for receiving a Grant.

All Applications must be submitted online through the Typeform platform during the Application Period. Only those Applications submitted through that platform will be accepted. Applications received by any other means will not be considered. Applicants are responsible for ensuring proper contact information has been submitted and is maintained throughout the Grant Program process to allow communications about the Grant Program. Erroneous or false information provided in the Application will result in immediate disqualification of the Applicant. The Foundation retains the right to disqualify any Applicant in its sole discretion.

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 won previous grants associated with this Program, 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 conforms to these Terms and understands that the Foundation retains the right to disqualify any Applicant in its sole discretion.



Publicity Grant/Use of Applications

Each Grant recipient hereby grants to each Grant Program Entity and their respective designees, successors, licensees, and assignees a nonexclusive license to reproduce, distribute, display, perform, create derivative works based upon, or otherwise use the Grant recipient's name, logo, and the Application and all elements embodied therein, in whole or in part, including, without limitation, the names, biographical information, 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 and in perpetuity, for advertising, promotional, and other purposes in connection with the Grant Program and the objectives of the Grant Program, without further compensation, notification, or permission. Applicants agree that Released Parties (as defined below) are not responsible for any unauthorized use of Applications by third parties. No Grant Program Entity has any obligation to make use of the rights granted herein.

The Foundation and American Express may make a public announcement of the Grant recipients and the Grant Program. Prior to the Foundation's and/or American Express' public announcement, a Grant recipient must not to make any announcement or release any information concerning the Grant without prior written approval of the Foundation and American Express.

Application Review

Applications will be reviewed based on, among other things, their alignment with the eligibility requirements for the Grant Program and their responses to the Application questions.

Grant Notification

Grant recipients shall be potential grant recipients ("Potential Grantees") until such time as the conditions of this notification provision are satisfied. Potential Grantees will be notified by email and/or telephone ("Notification") and will be required to complete a funding submission form within fourteen (14) days of the date of issuance ("Notice Period"). If: (i) the funding submission form is not returned within the Notice Period, or (ii) a Notification is returned as undeliverable, where sent via email, or (iii) a Potential Grantee is not in compliance with these Terms and Conditions, the Potential Grantee shall forfeit the Grant (as defined below) and, at the Foundation's sole discretion, a runner-up may be selected.

Grant

Grant recipients will receive a \$5,000 Grant award and business coaching to assist with their disaster recovery ("Grant").

NO WARRANTY OF ANY TYPE IS PROVIDED FOR ANY GRANT OR RELATED SERVICES OR ACTIVITIES. GRANT MAY NOT BE TRANSFERRED OR ASSIGNED. Grant (or any portion thereof) may not be substituted, except by the Grant Program Entities who reserve the right to substitute the Grant (or portion thereof) with something of comparable or greater value. Non-monetary portions of Grant cannot be redeemed for cash. Grant recipients are responsible for all federal, state and local taxes associated with acceptance and use of the Grant.

It is anticipated that Grant funding will be awarded by June 15, 2024.

Grant Requirements

Grant recipients must attend a coaching orientation, attend 75% of coaching sessions, complete all program-related surveys, develop a business plan informed by the [Resilience in a Box curriculum](#), and complete Steps 1 and 2 of the [Small Business Readiness for Resiliency \(R4R\) program](#). Grantees that do not fulfill these requirements will not be considered graduates of the program and will not be eligible for potential media coverage related to the program.



General Conditions

Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled Applications, messages, email, mail, or other communications of any kind; 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 Grant Program, including, without limitation, errors or difficulties which may occur in connection with the administration of the Grant Program, the processing or reviewing of Applications, the announcement of the Grants or in any Grant Program-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Grant Program. Released Parties are not responsible for injury or damage to any Applicant's computer or other device related to or resulting from participating in the Grant Program. Applicants who tamper with or abuse any aspect of the Grant Program, who act in an unsportsmanlike or disruptive manner, or who are in violation of these Terms and Conditions, as solely determined by the Grant Program Entities, will be disqualified and all associated Applications will be void.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE GRANT PROGRAM MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE GRANT PROGRAM ENTITIES 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.

If, for any reason, the Grant Program is not capable of running as planned, the Foundation reserves the right in its sole discretion to cancel, terminate, modify, or suspend the Grant Program at any time. By submitting an Application or by being an Applicant, you understand that there is no joint venture, partnership, employment or agency relationship between you and any of the Grant Program Entities, or other partners arising from any Application or Grant.

The decisions of the Foundation regarding the Grant Program and Grant recipients thereof are final, and Applicants specifically agree that such decisions are not subject to review or appeal in any forum whatsoever, including courts of law.

If Grant Recipient does not comply with these Terms and Conditions, the Foundation reserves the right to require repayment of Grant.

Data Collection and Use

Any information provided as part of this Grant Program is provided according to the Application website Terms of Use and Privacy Policy, as they may be amended from time to time, and as provided for in these Terms and Conditions.

By submitting an Application, each Applicant consents to the Foundation's processing of personal information provided by the Applicant in connection with their Application and the Grant Program in order to facilitate the administration of the Grant Program. The Foundation may also share personal information provided by Applicants in connection with their Application and the Grant Program to the Grant Program Entities to facilitate the administration of the Grant Program, to contact Grant recipients for media and public communications, as required by applicable law, or for any other purpose the applicable Grant Program Entity conveys to you in writing.

All Applicants grant permission to the Grant Program Entities, their respective affiliates, and each of their respective officers, directors, shareholders, employees, agents, or representatives to use anonymized data pertaining to location, industry, and other Application information (except for anything that would be identifying to the Applicant) to prepare and distribute public-facing impact reports.



U.S. Chamber of Commerce Foundation

1615 H Street, NW, Washington, DC 20062-2000
uschamberfoundation.org

Release of Liability

By submitting an Application, Applicant agrees on behalf of themselves and each of their respective heirs, executors, administrators, legal representatives, agents, successors, and assigns (“Releasing Party”) to release, defend and hold harmless the Grant Program Entities, and their affiliates, advisors, agents, licensees, and any social or other media used for the Grant Program, and all of their respective officers, directors, and employees as applicable (collectively, “Released Parties”), from any and all causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, promises, lost profits, indirect or direct damages, consequential damage, incidental damages, punitive or exemplary damages, judgments, claims, and demands whatsoever, in law, or equity, whether known or unknown, foreseen or unforeseen, which any Releasing Party has or may ever had, now or hereafter, arising from or related to the Grant Program, these Terms and Conditions, any Application materials, including but not limited to any use or non-use of any Application materials, delivery, misdelivery, acceptance, possession, attendance at, travel related to, misuse, and/or use of or inability to use, any Grant.

Request for Grantee List

To view the list of Grant recipients, visit the [Grant Program website](#).