



# LOAN APPLICATION & ASSISTANCE AGREEMENT

## General Information

|   |  |   |         |
|---|--|---|---------|
| Operating Business Name:  |  | Tax ID Number:                                  |         |
| Mailing Address:  |  | Contact Person:                                 | E-mail: |
| Project Address (if different):   |  | Phone No:                                       | Fax No: |
| County:   |  | Current Full Time Equivalent Employees:         |         |
| Form of Operating Business:<br><input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Corporation <input type="checkbox"/> Sub S-Corporation<br>State in which organized: _____ Since: _____   |  | Jobs Created/Retained Resulting from Financing: |         |
| Name and Form of Holding Company or Entity Owning Business Assets:<br>Name: _____<br><input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Corporation <input type="checkbox"/> Sub S-Corporation<br>State in which organized: _____ Since: _____ |  |   |         |

## Ownership Information - Provide information requested below for each business a part of this application.

| Business Owners | Title<br><small>(i.e. President, Manager, Partner)</small> | % of Ownership | Driver's License # and State | Social Security Number | *Ethnicity:<br>Hispanic<br><small>(Yes/No)</small> | *Race | *Gender<br><small>(Male/Female)</small> | *Veteran<br><small>(Yes/No)</small> |
|-----------------|--|----------------|------------------------------|------------------------|--|-------|---|-------------------------------------|
|                 |  |                |                              |                        |  |       |   |                                     |
|                 |  |                |                              |                        |  |       |   |                                     |
|                 |  |                |                              |                        |  |       |   |                                     |
|                 |  |                |                              |                        |  |       |   |                                     |

**\*Ethnic, Gender & Veteran Information:**

Ethnicity: Hispanic or Non-Hispanic, Race: 1=American Indian, Native Alaskan, 2=Asian, 3=Black/African American, 4=Native Hawaiian/Pacific Islander, 5=White Note: "The above information is requested by the Federal Government in order to monitor compliance with Federal Laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/national origin of individual applicants on the basis of visual observation or surname."

## Affiliate Businesses (If Applicable)

|              |               |                        |
|--------------|---------------|------------------------|
| <u>Name:</u> | <u>Owner:</u> | <u>% of Ownership:</u> |
| <u>Name:</u> | <u>Owner:</u> | <u>% of Ownership:</u> |
| <u>Name:</u> | <u>Owner:</u> | <u>% of Ownership:</u> |

## Project Financing

| USES OF PROCEEDS      |           | SOURCES OF PROCEEDS                     |                 |
|-----------------------|-----------|---|-----------------|
| Land                  | \$        | Oregon Cascades West -COG Loan Program: | \$              |
| Building              | \$        | Name of Bank: _____                     | Loan Amount: \$ |
| Machinery & Equipment | \$        | Name of Bank: _____                     | Loan Amount: \$ |
| Inventory             | \$        | Applicant Equity Injection – Source:    | \$              |
| Working Capital       | \$        | Other Private Party Financing _____     | Loan Amount: \$ |
| Other:                | \$        | Other:                                  | \$              |
| <b>TOTAL:</b>         | <b>\$</b> | <b>TOTAL:</b>                           | <b>\$</b>       |

## **Business Information**

Please attach a summary or history and description of your business . The questions below are meant to provide a guide, include all pertinent information explaining the nature of the business and the anticipated success. **For a new business, please attach a business plan.**

1. **What product or service will be provided? Please describe in detail.**
2. **Describe your business location(s). How will you operate? Wh at will be the hours of operation?**
3. **Who are your competitors (list names of businesses and how you will differentiate your business from theirs)?**
4. **Describe your marketing plan and activities. How do you distribute your product or service?**
5. **How will you price your product or service? Please explain the rationale to support the price and market acceptance.**
6. **Who are the customers who use your product or service? If applicable, provide copies of contracts, letters of interest, or invoices.**
7. **Describe the management team’s expertise and experience and how it relates to the business operation.**

## **References**

| Type                   | Name | Address | Phone |
|------------------------|------|---------|-------|
| Bank                   |      |         |       |
| Attorney               |      |         |       |
| Accountant             |      |         |       |
| Insurance Co.          |      |         |       |
| Personal (not related) |      |         |       |
| Relative               |      |         |       |

## **Financial Information Checklist (If Applicable)**

Please attach the following financial information to the application or ensure they are included in you r business plan.

### **Business Information**

|                          |   |
|--------------------------|---|
| <input type="checkbox"/> | Business financial statements for the last three years    |
| <input type="checkbox"/> | Interim financial statement dated within the last 45 days |
| <input type="checkbox"/> | Federal tax returns for the last three years              |
| <input type="checkbox"/> | Articles of Incorporation and By -Laws (if corporation)   |
|                          | ▪ President of the corporation is:                        |
|                          | ▪ Secretary of the corporation is:                        |
| <input type="checkbox"/> | Articles of Organization and Operating Agreement (if LLC) |
|                          | ▪ State how managed: Member or Member                     |
| <input type="checkbox"/> | Partnership Agreement (if partnership)                    |
| <input type="checkbox"/> | Business Tax EIN  |
| <input type="checkbox"/> | Franchise Agreement                                       |
| <input type="checkbox"/> | Copy of Lease (if leasing)                                |

### **Personal information (for each owner of 20% or greater)**

|                          |  |
|--------------------------|--|
| <input type="checkbox"/> | Personal tax returns for the last three years            |
| <input type="checkbox"/> | Personal resume (form available on website)              |
| <input type="checkbox"/> | Personal financial statement (form available on website) |

|                          |  |
|--------------------------|--|
| <input type="checkbox"/> | Real Estate Purchase Agreement or settlement sheet |
| <input type="checkbox"/> | Construction cost budget and/or equipment invoices |
| <input type="checkbox"/> | Existing environmental studies                     |

## List of Collateral

| Description | Address or Model and Serial Number | Value | Method of Valuation |
|-------------|------------------------------------|-------|---------------------|
|             |                                    | \$    |                     |
|             |                                    | \$    |                     |
|             |                                    | \$    |                     |
|             |                                    | \$    |                     |
|             |                                    | \$    |                     |
|             |                                    | \$    |                     |
|             | <b>Total Value:</b>                | \$    |                     |

## Schedule of Debt for Business (additional form available on website)

| Lender         | Original Amount | Original Date | Loan Balance | Interest Rate | Maturity Date | Monthly Payment | Loan Status | Collateral Description |
|----------------|-----------------|---------------|--------------|---------------|---------------|-----------------|-------------|------------------------|
|                | \$              |               | \$           | %             |               | \$              |             |                        |
|                | \$              |               | \$           | %             |               | \$              |             |                        |
|                | \$              |               | \$           | %             |               | \$              |             |                        |
|                | \$              |               | \$           | %             |               | \$              |             |                        |
|                | \$              |               | \$           | %             |               | \$              |             |                        |
| <b>Totals:</b> | \$              |               | \$           | %             |               | \$              |             |                        |

## Disclosure & Information

This loan application being completed and executed by \_\_\_\_\_  
 \_\_\_\_\_ (all corporations, partnerships, and principals must be included here), of \_\_\_\_\_, Oregon, hereinafter collectively referred to as “CLIENT”. Oregon Casca des West Council of Governments, its members, officers, agents and attorneys are hereinafter referred to collectively as “LENDER”. LENDER will seek financing for the CLIENT if it determines, in its sole discretion, that (1) CLIENT is within LENDER’S eligibility criteri a (2) the credit is likely to be approved and (3) other elements of the complete project can also be financed or funded.

**Application Deposit and Fees:** CLIENT will pay a deposit at the signing of this agreement to cover LENDER expenses in package preparation. The application deposit is \$300.00 for all Business Investment Fund Loans (BIF); \$500.00 for Revolving Loan Fund (RLF); \$500.00 for all Rural Development Fund Loans (RDF); Lincoln County Revolving Loan Program (LCLF) loan deposits vary on loan size \$500.00 for loans \$25,001.00 - \$50,000.00, or \$300.00 for loans \$2,501.00-\$25,000.00 or \$100.00 for loans \$500.00 - \$2,500.00, per applicant. All deposits or fees are refunded to CLIENT as a credit at loan disbursement if the application is approved and funde d. If CLIENT decides to withdraw its application prior to approval or closing, LENDER will retain the deposit to pay for any expenses (i.e., staff time, travel, credit report or title fees) incurred in the packaging and processing of the loan request. If the loan is declined the deposit will be refunded less the costs of packaging incurred to date at the prevailing staff hourly rates and any out of pocket expenses.

**No LENDER Liability:** LENDER is depending upon CLIENT to promptly supply accurate informati on and to prepare the application. In addition, financing is dependent upon many factors that LENDER cannot control, including economic factors and the decisions of the financial institutions involved in the project. Accordingly, LENDER does not promise that CLIENT will obtain financing. CLIENT agrees that LENDER shall not be responsible in any manner or liable to the CLIENT, or any other person, in the event that financial assistance is not obtained from this loan application or private financing source s. CLIENT further agrees that CLIENT will hold LENDER harmless and pay all costs and expenses, including attorney’s fees, in the event any claim is made or lawsuit is filed by or against LENDER arising out of any transaction with or assistance to the CLIE NT.

**Fees:** If successful in obtaining financing, the CLIENT agrees to pay LENDER a fee equal to 1.5% of the loa n amount for BIF, RLF, and RDF loans. Lincoln County Loan Fees range from \$1 00 to 1.5% of the loan amount. A \$10 service fee for ACH payments is assessed on all loans, which increases to \$55 for non-ACH payments. In addition, CLIENT agrees to pay all costs associated with closing the loan, issuing guarantees or related project financing transactions, including but not limited to, title insurance, recording fees, appraisals, environmental reports and legal fees. To the extent permitted, CLIENT will pay LENDER’S reasonable attorney’s fees and expenses for work performed in enforcing this and other agreements between the parties and establishing, modifying, amending or transferring the terms, conditions, or interest connected with the loan and security thereof.

**Business and Credit Information:** CLIENT agrees that LENDER may receive confidential business, financial, and credit information about the CLIENT from financial institutions, credit reporting agencies, or other sources. LENDER agrees that all confidential information received will be held in confidence and not divulged to persons or agencies, other than prospective lenders or guarantors, CLIENT'S accountant and attorney, and other persons listed in any part of the Loan Application or provided verbally or in written form by CLIENT. Furthermore, CLIENT authorizes all references contained herein, as well as any other source of information pertaining to their creditworthiness, to disclose such information to LENDER, or its agent. CLIENT further authorizes LENDER to provide information concerning their credit relationship to other creditors or reporting agencies at LENDERS discretion.

**Change of Circumstance:** CLIENT agrees to notify LENDER immediately, in writing, of any materially unfavorable change in the CLIENT'S financial condition, business activities, plan or status. The absence of such notification shall be considered a continuing statement that no such unfavorable change has occurred.

**Voluntary Disclosure:** Notwithstanding the provisions above, CLIENT agrees to allow LENDER to disclose the following information about its business and its project to any person, organization, business, governmental agency, or any entity upon approval of any loan: (1) business name, (2) general project description, (3) total project cost, (4) number of new jobs created or existing jobs retained, (5) participating lenders and (6) LENDER loan amount.

**Payment Processing:** In the event a loan is approved and closed, CLIENT agrees to allow LENDER to collect payments by electronic means, either through the automated clearinghouse transaction or wire transfer. CLIENT acknowledges and agrees that checks or cash will not be accepted for regular payment activity on any loan made by LENDER.

**Authority and Certifications:** CLIENT certifies that the person(s) signing on behalf of CLIENT is authorized to do so by all individuals, partnerships, partners, corporations, members or other individuals or legal entities that are a party to or receive assistance through this loan application. Furthermore, CLIENT certifies that the statements and representations made herein are true and correct and that CLIENT has disclosed all relevant information to LENDER for processing of loan application including the following (circle one) responses, with written detailed explanations attached for any question to which CLIENT answers "Yes":

1. Have any of the individuals, owners or businesses a part of this application been involved in bankruptcy or have any pending or probable lawsuits? **Yes / No**
2. Do any of the individuals, owners or businesses a part of this application have ownership in other businesses? **Yes / No**
3. Are any of the individuals, as part of this application (a) presently under indictment, on parole, or probation, or (b) have they ever been charged with or arrested or convicted of any criminal offense other than a motor vehicle violation? **Yes / No**
4. Do any of the individuals (or members of their households), owners or businesses a part of this application above work for or are associated with the Small Business Administration, SCORE, or ACE, any Federal Agency, or the participating lender or any affiliate? **Yes / No**
5. Are any of the individuals, owners or businesses a part of this application delinquent, or in default, on student loan payments, federal debt, child support obligations or any other local, state or government obligation? **Yes / No**
6. Are any of the above individuals or owners involved in this application **NOT** a U.S. citizen? **Yes / No**

Acknowledged and agreed this \_\_\_ day of \_\_\_\_\_, 200\_\_.

Borrower: \_\_\_\_\_

Borrower: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

**Submit the completed application, the application deposit, and all additional attachments to:**

**Oregon Cascades West Council of Governments**

**Attn: Loan Officer**

**1400 Queen Ave SE. Suite 205B**

**Albany, OR 97322**

**Note: Application deposits or prepaid credit report fees must be remitted with the application and will not be processed until the application deposit is received. Complete applications will be processed in the order they are received. An application is complete only when the above information is submitted and accepted by staff at Cascades West.**

The Federal Equal Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

*"Oregon Cascades West Council of Governments is an Equal Opportunity Lender, Provider, and Employer"*