

## Application for RBEF Loan

<b>I. GENERAL INFORMATION</b>		
Name of Business:		
Address:		
Telephone:	Cell Phone:	Email:
Date Business Established:		
Employer ID#:	DUNS#:	
NAICS:		
Loan to be in name of:		
Has the company/principal had previous history with the city?		If so, when?
<i>Parent Company Name:</i>		
Address:		
Telephone:	Cell Phone:	Email:
Date Business Established:		

<b>II. MANAGEMENT (Proprietor, partners, &amp; stockholders with 20% or more ownership in business)</b>	
Name: % Owned:	Address:
Name: % Owned:	Address:
Name: % Owned:	Address:
Name: % Owned:	Address:

Have you or any business of which you are or were an owner ever compromised an obligation to a lender?

If yes, please explain:

<b>III. ADVISORS (Please give name and phone number)</b>
Accountant:
Attorney:
Primary Bank / Lender:
Bank / Source of Additional Financing:
Other Advisors:

<b>IV. TOTAL PROJECT COST</b>	
Land and/or building acquisition	\$
New construction	\$
Building expansion/renovation	\$
Acquisition of machinery & equipment	\$
Working capital	\$
Other (clarify)	\$
<b>TOTAL PROJECT COST:</b>	<b>\$</b>

<b>V. PROJECT INFORMATION</b>
A) Has project real estate been purchased or an offer made which is not contingent upon financing? If so, when?
B) Have any construction contracts for this project been signed? If so, when?
C) Has any equipment to be financed been ordered? If so, when?

<b>VI. PROPOSED FINANCING</b>			
Bank Loan:	\$	% of Total	%
RBEF Loan:	\$	% of Total	%
Applicant:	\$	% of Total	%
Other:	\$	% of Total	%
Other:	\$	% of Total	%
<b>TOTAL:</b>	<b>\$</b>	<b>% of Total</b>	<b>%</b>

<b>VII. ANTICIPATED USES AND SOURCES OF ALL PROJECT FUNDS</b>				
Source (s)	Amount (\$)		Use (s)	Amount (\$)
Total:			Total:	

<b>VIII. EXHIBITS *indicates documents required to be submitted along with loan application:</b>		
1. Brief history and description of business (1 page or less). Or business plan (if a startup company).		
2. Brief description of project and explanation of how it will lead to job creation.		
3. Describe the types of jobs to be created, the educational and skill requirements, full-time or part-time status, and the proposed hourly wage.		
4. Personal financial statement for each owner (ownership exceeds 20%).*		
5. Personal tax return for each owner for the past three years. (ownership 20% applicable).*		
6. Business financial statements (past three years and current within 90 days of application). *		
7. Business tax return for the past three years. *		
8. Current Aging of Accounts Receivable and Accounts Payable.		
9. Two-year income projection.		
10. Do you own 20% or more of any other business? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please submit the most current year-end financial statement.		
11. Breakdown of proposed cost with written estimates from contractors or suppliers (appraisals & purchase agreement, if applicable.)		
12. Letter from private lender denying request for credit. If appropriate, letter should detail what level of financing, if any, private lender is willing to provide with RBEF participation.		
13. Proof of applicant's equity contribution.		
14. Schedule of business debt, including amount, interest rate, maturity.		
15. Resumes for all key personnel.		
16. \$500 application fee. (Refundable if loan is not approved).		
17. List of collateral being offered to secure RBEF loan		
18. Business Identification Documents (all that are applicable depending on entity):		
<i>Corporation and Limited Liability Company:</i>		
<ul style="list-style-type: none"> <li>▪ Certified Articles/Certificate of Incorporation/Corporate By-Laws and/or Operating Agreement</li> <li>▪ Current Good Standing Certificate</li> <li>▪ Copy of TIN</li> <li>▪ Business License</li> <li>▪ Certificate of Foreign Registration</li> </ul>		
<i>Partnership, Limited Partnership, Limited Liability Partnership</i>		
<ul style="list-style-type: none"> <li>▪ Partnership Agreement</li> <li>▪ Certificate of Partnership files with State/Locality</li> <li>▪ Copy of TIN</li> <li>▪ Business License</li> <li>▪ Certificate of Foreign Registration</li> </ul>		

<b>IX. PROJECT BENEFIT</b>		
A. Number of employees at time of application:	Full-time:	Part-time:
B. How many jobs will be created within three years of loan closing?	Full-time:	Part-time:
C. Of those, how many will be created within one year of loan closing?	Full-time:	Part-time:

## IX. AUTHORIZATION OF APPLICANT FOR RELEASE OF INFORMATION

The Applicant, \_\_\_\_\_, has requested information about submission of an application to the Revolving Business Enterprise Fund of South Bend IN. As part of the documentation required to consider this loan request, the RBEF requires that the Applicant execute this Authorization.

Applicant grants the City of South Bend, its agents and its assignees authorization to obtain a Consumer Credit Report for guarantors during its determination of credit eligibility. Applicant also authorizes the City of South Bend to share information received with its agents and assignees as relevant during the various stages of the loan underwriting process and subsequent processes.

Please be advised that your loan request is submitted to the RBEF Staff Director for analysis and if determined to merit consideration is then submitted to the RBEF Board for final approval. Members of the RBEF Board are self-employed, employed by or partners, shareholders or members of local area businesses, community organizations and government agencies.

As a result of their respective employment relationships, one or more of the RBEF Board members may have knowledge of matters affecting the credit standing of your business, its officers, directors, shareholders, partners or owners or prospective guarantors ("Business Group"). In order to fulfill their fiduciary duties to the RBEF, these Board members must be able to freely share information regarding your Business Group [or any member of your Business Group] whenever such information may be relevant to the consideration of your Application by the RBEF.

Further, through their positions as members of the RBEF Board, these persons may acquire information regarding your Business Group [or any member of your Business Group] which may later impact dealings with their respective employers. In order to fulfill their obligations as employees of their respective employers these Board members must be able to freely share information regarding your Business Group [or any member of your Business Group] whenever such information may be relevant to business issues of their employers.

The RBEF works closely with various local area banks. If your application contemplates a loan with any area bank in conjunction with a loan from the RBEF, the RBEF and your lender bank must be able to freely share information regarding your Business Group [or any member of your Business Group] whenever such information may be relevant to lending issues of the RBEF or your bank.

By executing and delivering this Authorization to the RBEF, the Applicant hereby authorizes and agrees to permit the RBEF, its Board members, and your lender bank to exchange credit information regarding your Business Group [or any member of your Business Group] at any time during the application process, or, in the event a loan is made to your business, any time thereafter. Applicant acknowledges that this information may include information including, but not limited to, personal consumer credit history and may be privileged or confidential, and further acknowledges that this authorization constitutes a release of the obligation of the party possessing such information to keep it confidential as between and among the RBEF, its Board members, their respective employers and your lender bank, and this release shall be effective regardless of whether Applicant receives a loan from the RBEF. Applicant further understands that RBEF may require correspondence to various sources that have reporting capabilities to verify accuracy of information received.

1. It is the Borrower's responsibility to provide to RBEF all information requested by RBEF as part of its consideration of the loan application of Borrower. Further, should RBEF issue a commitment to make a loan to Borrower, it shall be Borrower's responsibility to provide all documentation requested by RBEF for the purpose of consummating such loan to Borrower.
2. Borrower's application accurately describes the project for which Borrower is seeking funding through a loan to be made by RBEF. RBEF is no way responsible for the design, construction, equipping or operation of the project, or any aspect thereof. The choice of the architects, engineer, builder, lawyer, accountant, bank and any other party providing assistance to Borrower in the implementation of Borrower's project are solely Borrower's choices. Decisions about the appropriateness of purchasing a particular piece of equipment as opposed to another, the decision to purchase new equipment versus used equipment, the decision to construct a building as opposed to the purchase of an existing building, and all such decisions relating to the project for which Borrower seeks funding, are the Borrower's. THE RBEF MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR THE PARTICULAR ASSETS PROPOSED TO BE PURCHASED BY BORROWER FOR A PARTICULAR PURPOSE. The RBEF shall rely upon Borrower to have conducted all investigations Borrower believes necessary to satisfy itself as to the appropriateness and functionality of the project assets proposed to be funded in part or in whole through the RBEF loan.
3. RBEF shall perform such reviews and conduct such investigations as RBEF shall determine, in its sole discretion, to satisfy its due diligence requirements for completing a loan to Borrower. RBEF shall rely upon the information, representations, and warranties made by Borrower in its application to RBEF and in any documentation or other information provided by Borrower pursuant to RBEF's consideration of a loan for Borrower. No review, investigation or inquiry made or performed by RBEF shall in any way negate RBEF's reliance upon the information, representations and warranties made by Borrower to RBEF.

4. Borrower acknowledges that it has had an opportunity to read and consider the provisions of this Certificate prior to its execution and delivery to RBEF. Borrower acknowledges further that it has had an opportunity to consult with legal counsel regarding the matters contained herein and the implications of the execution and delivery of this certificate. RBEF shall be entitled to rely upon this certificate and the certificate shall continue in full force and effect, even after closing on a loan made by RBEF. Borrower acknowledges and agrees that, in the event any information provided to RBEF shall, after its delivery, be determined to be inaccurate in any material respect, it shall forthwith notify RBEF of such inaccuracies and shall undertake to provide accurate information as soon thereafter as is practical.
5. Borrower authorizes RBEF to conduct such physical inspections of the assets of Borrower (or any party affiliated with or related to Borrower, including, but not limited to, any corporation or partnership in which Borrower is a majority shareholder or a partner).
6. Borrower authorizes RBEF, and its members, officers, directors, agents, employees or assigns, for marketing, publishing and reporting purposes, the following irrevocable rights:
  - Testimonials or likenesses captured via audio, video or electronically, may be reproduced and utilized in RBEF printed material which includes, but is not limited to brochures, flyers, websites or other electronic media and annual member reports.
  - Sharing company name, location, loan amount and job creation information with other community development groups or agencies which may have provided funding through various RBEF loan programs.
  - The undersigned agrees to hold harmless and waives all rights and claims, the RBEF and its members, officers, directors, agents, employees or assigns for losses of any kind or nature, arising from your consent to the aforementioned items.
7. Borrower affirms receipt of the program guidelines set forth in accordance to the loan requested with the RBEF.

If this document is executed by a partnership, Limited Liability Company or a corporation, Borrower represents and warrants that the person executing the document for such entity is authorized to execute and deliver such document to RBEF on behalf of such Borrower.

**In the event credit is extended, the applicant agrees to complete a direct payment authorizations form allowing loan payments to be electronically debited via automatic clearing house (ACH).**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

APPLICANT:

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By:

Title:

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By:

Title:

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By:

Title:

RETURN TO:

Department of Community Investment  
227 West Jefferson Blvd  
Suite 1400S  
South Bend, IN 46601  
Attn: RBEF

Phone: 574-235-7529

[emayorga@southbendin.gov](mailto:emayorga@southbendin.gov)