Applications for the Inclusive Backing Small Business Grant Program ("Program") will be accepted, for this application period, from May 31, 2022, at 9:00 am Central Time ("CT") through June 30, at 11:59 pm CT ("Application Period").

**PROGRAM DESCRIPTION:** The Program is intended to support eligible small businesses of or in a community that has been disproportionately impacted by the COVID-19 pandemic, with a preference for small businesses owned by underrepresented groups, including People of Color, those with disabilities, women, veterans, and others. These small businesses can help strengthen and diversify neighborhoods and help provide pathways for innovation and entrepreneurship.

**ELIGIBILITY:** For the purposes of this Application Period of the Program, eligible small businesses are those businesses (i) that have a physical location (meaning “brick-and-mortar” location) that operates in an older or historic main street, downtown or commercial district in the United States or U.S. territories, (ii) that are located in a community that has been disproportionately impacted by the COVID-19 pandemic, (iii) that employ fewer than 20 full-time employees (including the company owners), (iv) 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), (v) that are not part of a national franchise, and (vi) that have been in operation since January 1, 2021. Digital-only businesses are not eligible (digital includes, without limitation, online and application-based businesses). Applicants must be an owner of the eligible small business and 18 years of age or older. An eligible small business must be at least 51% owned, operated, and controlled by small business owners that identify as Native or Indigenous, Hispanic or Latinx, LGBTQ+ or as immigrants, refugees or forcibly displaced. Please refer to the Program webpage (mainstreet.org/inclusivebacking) 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 participant 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 mainstreet.org/inclusivebacking and follow the directions provided 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. 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 certain information from the Applications will 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 won 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 conforms 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 it determines, in its sole discretion, that the Application fails to conform to these Terms in any way or otherwise contains unacceptable content as determined by Sponsor, in its sole discretion.

PUBLICITY GRANT/USE OF ENTRIES: If selected as a grant recipient, the applicant hereby grants to Sponsor, American Express, and their respective designees, successors, licensees, and assigns a nonexclusive license to reproduce, distribute, display, perform, create derivative works based upon, or otherwise exploit the Application and all elements embodied therein, in whole or in part, including, without limitation, the names, biographical information, including, without limitation, 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, 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. Neither Sponsor nor American Express have any obligation to make use of the rights granted herein.

JUDGING: Applications will be reviewed based on:

- Feasibility of proposal;
- Extent to which grant will help address an acute business need or help a business owner implement innovative solutions to address COVID-19-related challenges;
- Opportunity for other businesses to learn from work;
- How the Inclusive Backing grant will help improve the viability of business and
- The business’s commitment to giving back to their community.

All decisions of the Sponsor and American Express are final and binding. Sponsor will not reveal the judging scores for any Application in any phase, including, without limitation, during or at the conclusion of the Program.

GRANT RECIPIENT NOTIFICATION: Potential 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 potential grant recipient does not respond to the initial notification within the time period stated, all required documents are not returned within the specified time period, a grant notification is returned as undeliverable, or a potential grant recipient is not in compliance with these Terms, the potential grant will be forfeited and, at Sponsor’s discretion, a runner-up may be selected.

GRANTS: USD $5,000 check. 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) 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, and damages 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 the 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, 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 the potential 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 RESERVES 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: For the grant recipients list (available after September 1, 2022), send an email to: SmallBizGrant@savingplaces.org, by no later than November 1, 2022.

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