

In exchange for Prosper Portland providing a Repair Grant to Grantee, Grantee agrees that:

1. Grantee is an eligible Portland-based small business and meets the Repair Grant program guidelines. Grantee will make sure to tell Prosper Portland any facts material to Prosper Portland's decision to give this grant to Grantee and will not make any misrepresentations.
2. To obtain the Repair Grant funding, Grantee will submit invoices marked PAID or other proof of payment of out-of-pocket costs Grantee pays for repairs to its property. The maximum Repair Grant amount is \$10,000. Upon request, Grantee will provide Prosper Portland financial information regarding the use of Grant proceeds for three years after the disbursement of the grant.
3. If Grantee breaks its promises above, Prosper Portland may declare the entire disbursed grant, or any portion thereof, immediately due and payable in full, and Grantee will then pay to Prosper Portland the amount declared to be immediately due and payable.
4. Grantee will indemnify, defend and hold Prosper Portland, its officers, employees, and agents harmless from and against any and all claims or damages (including attorney fees and expenses) they incur from the actions or inactions of Grantee related to this grant.
5. Grantee understands and acknowledges that Prosper Portland is a public entity and is subject to Oregon's public records laws (ORS 192.311 – 192.478), and this Repair Grant and any related documents are subject to audit by the office of the City Auditor, public records disclosure, and public ethics laws.
6. Grantee acknowledges and agrees to the federal requirements applicable to use of the Repair Grant funds, as set forth [here](#).