



COVID-19 Microenterprise Stabilization Program (MicroE) Consent and Release Form, Nonpublic Personal Information

Instructions: You must fill out this form (this “Consent”) in order to allow the [City/Town of Name] (“City/Town”) and Rhode Island Office of Housing and Community Development (“OHCD”) to share non-public personal information (as defined herein) regarding [company name] (the “Applicant”) [and any principal/partner/owner] of the Applicant with agencies and companies in order to process [company name’s] application.

The Applicant [and any principal/partner/owner] of the Applicant may terminate this Consent at any time prior to receipt of CDBG assistance. However, if the Applicant [or any principal/partner/owner] of the Applicant terminates this Consent, the City/Town will not be able to process your application and the City/Town and/or OHCD will not be able to provide CDBG assistance.

[I/We], the undersigned [individuals as principal/partner/owner] of the Applicant, do hereby consent to and authorize the City/Town and OHCD (including its partners, affiliates, agents, contractors and their respective assigns), as part of the Applicant’s application for Microenterprise Stabilization Program assistance (the “Program”), to request, access, review, disclose, release and share any and all information received with respect to the Applicant’s application for the Program (“Nonpublic Personal Information” or “NPI”), whether provided by the Applicant or any [principal/partner/owner] of the Applicant, or by additional outside third parties with whom the Applicant or any of the [principals/partners/owners] of the Applicant may or may not have a relationship, and only as necessary or desirable, in the sole discretion of the City/Town or OHCD, for final determination of the Applicant’s eligibility for and the amount of assistance under the Program, and to comply with all applicable subsidy layering and duplication of benefits requirements.

The Applicant and its [principals/partners/owners] of the Applicant authorize the release of all Nonpublic Personal Information in order to comply with the Program eligibility and benefit determination requirements, and subsidy layering and duplication of benefits requirements. The Applicant and the [principals/partners/owners of the Applicant] understand and acknowledge that any party disclosing information on behalf of the City/Town or OHCD, or to the City/Town or OHCD, on the behalf of the Applicant [or any principal/partner/owner] of the Applicant is not responsible for any negligent misrepresentation or omission, and the Applicant and all of the undersigned agree to hold the City/Town, OHCD and such disclosing parties harmless from and against all claims, actions, suits or other proceedings, and any and all losses, judgments, damages, expenses or other costs (including reasonable counsel fees and disbursements), arising from or in any way relating to their disclosure.

As part of this Consent, the Applicant and all of the [principals/partners/owners] of the Applicant further authorize the City/Town and any other financial institution, lender, insurer, government agency (federal or state), credit bureau, financial service provider or any other third party to obtain, use and disclose any of the NPI of the Applicant and/or any [principal/partner/owner] of the Applicant in their possession, as necessary or desirable, in the sole discretion of the City/Town, to enable the City/Town to administer the Program and process the Applicant’s application.

As part of this Consent, the Applicant and all of the [principals/partners/owners] of the Applicant further authorize OHCD and any other financial institution, lender, insurer, government agency (federal or state), credit bureau, financial service provider or any other third party to obtain, use and disclose any of the NPI of the Applicant and/or any

[principal/partner/owner] of the Applicant in their possession, as necessary or desirable, in the sole discretion of OHCD, to enable OHCD to administer the Program, process the Applicant's application, and comply with all applicable subsidy layering and duplication of benefits requirements.

The Applicant and the [principals/partners/owners] of the Applicant understand and acknowledge that the City/Town and OHCD may obtain, use and disclose any NPI received in its investigation of the Applicant's application with third parties, including those referenced above, as necessary or desirable, in the sole discretion of the City/Town or OHCD, for final determination of the Applicant's eligibility for and the amount of assistance under the Program. All NPI will be retained by the City/Town and OHCD in accordance with Program requirements.

The consent of the Applicant or any of the [principals/partners/owners] of the Applicant may be revoked or ended at any time by giving written notice to the City/Town and OHCD. The Applicant and all of the [principals/partners/owners] of the Applicant further understand and acknowledge that any such revocation (ending) of this Consent may affect the Applicant's ability to receive assistance under the Program. Unless revoked as provided in this Consent, this Consent shall remain in full force and effect until all obligations to the City/Town and OHCD are satisfied in full.

By completing and signing this form, the Applicant and the [principals/partners/owners] of the Applicant acknowledge and agree to the above and agree that this Consent may be furnished on behalf of the Applicant or any [principal/partner/owner] of the Applicant to any financial institution, lender, insurer, government agency (federal or state), quasi-government agency, credit bureau, financial service provider or other third party providing COVID-19 financial assistance (LISC, R.I. Foundation, United Way of Rhode Island).

Date: _____

Business Name: _____

Owner Signature: _____

Name: _____ Title: _____

Co-Owner Signature: _____

Name: _____ Title: _____