



BUSINESS DISASTER RELIEF & RECOVERY LOAN APPLICATION CHECKLIST

Items Required to Complete Loan Application:

We Do Not Accept Originals – Please Provide Copies Only

- 1. Loan Application:** Information regarding your business request.

- 2. Loan Application Fee:** No Application Fee. Borrowers will be required to pay a loan origination fee. The amount of the origination fee may be financed into your loan, and due at settlement.

- 3. Business & Personal Tax Returns:** Full tax returns (with schedules) for the last 2 years, signed and dated.

- 4. Personal Financial Statements:** Owner must complete and sign (not older than 90 days). *

- 5. Licenses:** Copies of: Driver's license; Social Security Card; Business license; any City/State required license.

- 6. Organizational Documents:** Copy of Articles of Incorporation and Bylaws (corps); Copy of Certificate of Formation (LLC), Operating Agreements; EIN documents; Fictitious Name Filing.

*All Personal Financial Statements and Personal Budget Statements should be completed by borrower and spouse, if applicable.

True Access Capital realizes that our customers entrust us with personal information, and it is our policy to maintain our customers' information in a confidential manner. Your information will not be shared or sold.

v. 2020



BUSINESS DISASTER RELIEF & RECOVERY LOAN APPLICATION

Loan Amount Requested:	Term
	3

Business Information	
Name of Business:	Date Business was Established:
Business Address:	Business Phone #:
	Business Fax:
	Business Email:
Type of Business (NAICS/SIC):	EIN (Tax ID#):
Legal Structure: (circle one) C-Corp S-Corp LLC Partnership Sole Proprietorship	

Use of Proceeds:	(\$)
Working Capital	
Inventory	
Machinery & Equipment	
Accounts Payable	
Salaries & Wages	
Other:	
Total	

Owners/Investors & Management of Business				*Optional Information	
Name/Title:	SS#:	Address:	% Owned	*Race	*Sex (M or F)

ADVERSE ECONOMIC IMPACT

Is the business currently closed?:	If yes, provide a date of closing. If business was closed and re-opened, provide date of closing and re-opening.
Yes No	

Estimated Adverse Economic Impact:
(Provide a brief explanation of the adverse affect on your business)

What was the monthly business revenue prior to the disaster?:

What was the monthly business revenue after the disaster?:

Number of employees prior to the disaster?:

Number of employees after the disaster?:

Description of Operating Business:
(Provide a description of products/services, and background information)

INDIVIDUAL/OWNER INFORMATION

Individual/Applicant Information:			
Applicant/Owner Name:	Phone #:	Birth Date:	Social Security #:
Home Address:		Previous Address (if less than 2 years):	
Email:			
Applicant Employer Information			
Employer Name:	Position/Title:	Years Employed:	
Employer Address:		Phone Number:	

Co-Applicant Information			
Co-Applicant/Owner Name:	Phone #:	Birth Date:	Social Security #:
Home Address:		Previous Address (if less than 2 years):	
Email:			
Co-Applicant Employer Information			
Employer Name:	Position/Title:	Years Employed:	
Employer Address:		Phone Number:	

PERSONAL BUDGET STATEMENT & BUSINESS DEBT SCHEDULE

Monthly Household Income		Monthly Expenses	
Gross Monthly Pay from Employment		Mortgage/Rent Payment (Primary Residence)	
Gross Monthly Income from Other Jobs		Mortgage Payment (Investment Property)	
Spouse Gross Income		Second Mortgage/Home Equity Loan	
Income from Government Explain:		Auto Loan	
Interest Income		Credit Card Minimum Payment(s)	
Bonus/Commission		Other Loan Payments to Lending Institutions	
Rental income		Loan Payments to Relatives/Friends	
Alimony/Child Support		Alimony/Child Support	
Other Income Explain:		Other Expense Explain:	
TOTAL MONTHLY HOUSEHOLD INCOME:		TOTAL MONTHLY PAYMENT OBLIGATIONS:	

Schedule of Business Debts:				
Debtor:	Original Amount:	Current Balance:	Interest Rate:	Monthly Payment:
TOTALS:				



Initials

I understand that if I receive a loan from the True Access Capital ("TAC"), I must make my full monthly loan payments on or before each monthly due date. I understand that I cannot be delinquent in my repayment of this loan and that I must use the loan for the business purposes specified in this application.

Initials

I attest that if I receive a loan from the TAC it will be used for the business purposes specified in this application and not for personal use.

Initials

I understand that if I am delinquent in making my loan payments it can adversely affect my credit record. I understand that if I fulfill the above conditions, I have the opportunity to apply for future loans with the TAC, subject to the review and approval of the TAC.

Initials

I attest that to the best of my knowledge all of the information on this application is true. I authorize the TAC to investigate and verify the above information, and to contact my personal and business references regarding this application. I also authorize TAC to perform a credit check. I understand that TAC will keep this application whether or not I receive a loan. I will make myself available to respond to any questions that may arise from this application.

Initials

I hereby waive my right of confidentiality and authorize the Women's Business Center and/or the Delaware Small Business Development Center to communicate with True Access Capital on any and all issues related to my business and my loan with True Access Capital.

Initials

I, therefore, agree to have my picture taken, if needed, and to have it appear along with my name, in local media as part of marketing and public relations for True Access Capital.

Initials

Notice to Borrower: if the borrower defaults on an SBA loan and SBA suffers a loss, the names of the borrower and the guarantors will be referred for listing in the CAIVRS database, which may affect their eligibility for further financial assistance.

True Access Capital realizes that our customers entrust us with personal information and it is our policy to maintain our customers' information in a confidential manner.

My signature below authorizes True Access Capital, its agents or assignees to investigate my personal and business financial credit history and to obtain all other necessary credit information including information on liens, debts, and other financial obligations for the purpose of loan and financial evaluation related to this application. I authorize any holder of credit information about me to answer any questions relating to this application. I agree to comply with all federal, state and local laws and regulations to the extent applicable. This authorization shall be a continuing authorization during the application process and during the entire period that I/we may have a loan, or any other form of indebtedness to True Access Capital, its' Affiliates or Assigns. My signature below assures and warrants the information contained herein as accurate and complete and that I have not willfully or knowingly omitted any information critical to this credit application. If at any time during this credit application process I become aware of any additional information relating to my personal or business credit relationship I will immediately disclose that information to True Access Capital at 100 West 10th Street, Suite 300, Wilmington, DE 19801 or call (302) 652-6774.

I authorize True Access Capital and the financial institution to initiate entries to my checking account. This authority will remain in effect until my loan is paid in full. The amount debited to my account shall equal the full monthly payment amount plus any past due interest and fees. I understand that I am required to have sufficient funds available at the date of transfer to cover my loan payment. The bank account provided above shall not be changed without 45 days prior written notice, and the approval of the True Access Capital and the completion of a revised Authorization for Direct Payment.

Applicant's Signature: _____ **Date:** _____

Co-Applicant's Signature: _____ **Date:** _____

This institution is an equal opportunity provider, and employer.



PERSONAL FINANCIAL STATEMENT 7(a) / 504 LOANS AND SURETY BONDS

U.S. SMALL BUSINESS ADMINISTRATION

As of _____, _____

SBA uses the information required by this Form 413 as one of a number of data sources in analyzing the repayment ability and creditworthiness of an application for an SBA guaranteed 7(a) or 504 loan or, with respect to a surety bond, to assist in recovery in the event that the contractor defaults on the contract. Submission of this information is required as part of your application for assistance. Failure to provide the information would impact the agency's decision on your application.

Complete this form for: (1) each proprietor; (2) general partner; (3) managing member of a limited liability company (LLC); (4) each owner of 20% or more of the equity of the Applicant (including the assets of the owner's spouse and any minor children); and (5) any person providing a guaranty on the loan

Return completed form to:

For 7(a) loans: the Lender processing the application for SBA guaranty

For 504 loans: the Certified Development Company (CDC) processing the application for SBA guaranty

For Surety Bonds: the Surety Company or Agent processing the application for surety bond guaranty

Name		Business Phone	
Home Address		Home Phone	
City, State, & Zip Code			
Business Name of Applicant			
ASSETS		LIABILITIES	
(Omit Cents)		(Omit Cents)	
Cash on Hand & in banks.....\$ _____		Accounts Payable.....\$ _____	
Savings Accounts.....\$ _____		Notes Payable to Banks and Others.....\$ _____	
IRA or Other Retirement Account.....\$ _____		(Describe in Section 2)	
(Describe in Section 5)		Installment Account (Auto).....\$ _____	
Accounts & Notes Receivable.....\$ _____		Mo. Payments \$ _____	
(Describe in Section 5)		Installment Account (Other).....\$ _____	
Life Insurance – Cash Surrender Value Only.....\$ _____		Mo. Payments \$ _____	
(Describe in Section 8)		Loan(s) Against Life Insurance.....\$ _____	
Stocks and Bonds.....\$ _____		Mortgages on Real Estate.....\$ _____	
(Describe in Section 3)		(Describe in Section 4)	
Real Estate.....\$ _____		Unpaid Taxes.....\$ _____	
(Describe in Section 4)		(Describe in Section 6)	
Automobiles.....\$ _____		Other Liabilities.....\$ _____	
(Describe in Section 5, and include Year/Make/Model)		(Describe in Section 7)	
Other Personal Property.....\$ _____		Total Liabilities.....\$ _____	
(Describe in Section 5)		Net Worth.....\$ _____	
Other Assets.....\$ _____		Total \$ _____	
(Describe in Section 5)		*Must equal total in assets column.	
Section 1. Source of Income.		Contingent Liabilities	
Salary.....\$ _____		As Endorser or Co-Maker.....\$ _____	
Net Investment Income.....\$ _____		Legal Claims & Judgments.....\$ _____	
Real Estate Income.....\$ _____		Provision for Federal Income Tax.....\$ _____	
Other Income (Describe below)*.....\$ _____		Other Special Debt.....\$ _____	
Description of Other Income in Section 1.			

*Alimony or child support payments should not be disclosed in "Other Income" unless it is desired to have such payments counted toward total income.

Section 2. Notes Payable to Banks and Others. (Use attachments if necessary. Each attachment must be identified as part of this statement and signed.)

Names and Addresses of Noteholder(s)	Original Balance	Current Balance	Payment Amount	Frequency (monthly, etc.)	How Secured or Endorsed Type of Collateral

Section 3. Stocks and Bonds. (Use attachments if necessary. Each attachment must be identified as part of this statement and signed.)

Number of Shares	Name of Securities	Cost	Market Value Quotation/Exchange	Date of Quotation/Exchange	Total Value

Section 4. Real Estate Owned. (List each parcel separately. Use attachment if necessary. Each attachment must be identified as a part of this statement and signed.)

	Property A	Property B	Property C
Type of Real Estate (e.g. Primary Residence, Other Residence, Rental Property, Land, etc.)			
Address			
Date Purchased			
Original Cost			
Present Market Value			
Name & Address of Mortgage Holder			
Mortgage Account Number			
Mortgage Balance			
Amount of Payment per Month/Year			
Status of Mortgage			

Section 5. Other Personal Property and Other Assets. (Describe, and, if any is pledged as security, state name and address of lien holder, amount of lien, terms of payment and, if delinquent, describe delinquency.)

Section 6. Unpaid Taxes. (Describe in detail as to type, to whom payable, when due, amount, and to what property, if any, a tax lien attaches.)

Section 7. Other Liabilities. (Describe in detail.)

Section 8. Life Insurance Held. (Give face amount and cash surrender value of policies – name of insurance company and Beneficiaries.)

I authorize the SBA/Lender/Surety Company to make inquiries as necessary to verify the accuracy of the statements made and to determine my creditworthiness.

CERTIFICATION: (to be completed by each person submitting the information requested on this form and the spouse of any 20% or more owner when spousal assets are included)

By signing this form, I certify under penalty of criminal prosecution that all information on this form and any additional supporting information submitted with this form is true and complete to the best of my knowledge. I understand that SBA or its participating Lenders or Certified Development Companies or Surety Companies will rely on this information when making decisions regarding an application for a loan or a surety bond. I further certify that I have read the attached statements required by law and executive order.

Signature _____

Date _____

Print Name _____

Social Security No. _____

Signature _____

Date _____

Print Name _____

Social Security No. _____

NOTICE TO LOAN AND SURETY BOND APPLICANTS: CRIMINAL PENALTIES AND ADMINISTRATIVE REMEDIES FOR FALSE STATEMENTS:

Knowingly making a false statement on this form is a violation of Federal law and could result in criminal prosecution, significant civil penalties, and a denial of your loan or surety bond application. A false statement is punishable under 18 U.S.C. §§ 1001 and 3571 by imprisonment of not more than five years and/or a fine of up to \$250,000; under 15 U.S.C. § 645 by imprisonment of not more than two years and/or a fine of not more than \$5,000; and, if submitted to a Federally-insured institution, a false statement is punishable under 18 U.S.C. § 1014 by imprisonment of not more than thirty years and/or a fine of not more than \$1,000,000. Additionally, false statements can lead to treble damages and civil penalties under the False Claims Act, 31 U.S.C. § 3729, and other administrative remedies including suspension and debarment.

PLEASE NOTE: According to the Paperwork Reduction Act, you are not required to respond to this request for information unless it displays a valid OMB Control Number. The estimated average burden hours for the completion of this form is 1.5 hours per response. If you have questions or comments concerning this estimate or any other aspect of this information collection, please contact: Director, Records Management Division, Small Business Administration, 409 Third Street SW, Washington, D.C. 20416, and SBA Desk Officer, Office of Management and Budget, New Executive Office Building, Room 10202, Washington, D.C. 20503. PLEASE DO NOT SEND COMPLETED FORMS TO OMB.

PLEASE READ, DETACH, AND RETAIN FOR YOUR RECORDS
STATEMENTS REQUIRED BY LAW AND EXECUTIVE ORDER

SBA is required to withhold or limit financial assistance, to impose special conditions on approved loans, to provide special notices to applicants or borrowers and to require special reports and data from borrowers in order to comply with legislation passed by the Congress and Executive Orders issued by the President and by the provisions of various inter-agency agreements. SBA has issued regulations and procedures that implement these laws and executive orders. These are contained in Parts 112, 113, and 117 of Title 13 of the Code of Federal Regulations and in Standard Operating Procedures.

Privacy Act (5 U.S.C. 552a)

Any person can request to see or get copies of any personal information that SBA has in his or her file when that file is retrieved by individual identifiers such as name or social security numbers. Requests for information about another party may be denied unless SBA has the written permission of the individual to release the information to the requestor or unless the information is subject to disclosure under the Freedom of Information Act.

Under the provisions of the Privacy Act, you are not required to provide your social security number. Failure to provide your social security number may not affect any right, benefit or privilege to which you are entitled. Disclosures of name and other personal identifiers are, however, required for a benefit, as SBA requires an individual seeking assistance from SBA to provide it with sufficient information for it to make a character determination. In determining whether an individual is of good character, SBA considers the person's integrity, candor, and disposition toward criminal actions. Additionally, SBA is specifically authorized to verify your criminal history, or lack thereof, pursuant to section 7(a)(1)(B), 15 USC Section 636(a)(1)(B) of the Small Business Act (the Act). Further, for all forms of assistance, SBA is authorized to make all investigations necessary to ensure that a person has not engaged in acts that violate or will violate the Act or the Small Business Investment Act, 15 USC Sections 634(b)(11) and 687(b)(a), respectively. For these purposes, you are asked to voluntarily provide your social security number to assist SBA in making a character determination and to distinguish you from other individuals with the same or similar name or other personal identifier.

The Privacy Act authorizes SBA to make certain "routine uses" of information protected by that Act. One such routine use is the disclosure of information maintained in SBA's investigative files system of records when this information indicates a violation or potential violation of law, whether civil, criminal, or administrative in nature. Specifically, SBA may refer the information to the appropriate agency, whether Federal, State, local or foreign, charged with responsibility for, or otherwise involved in investigation, prosecution, enforcement or prevention of such violations. Another routine use is that SBA may disclose the information maintained in SBA's investigative files to other Federal agencies conducting background checks to the extent the information is relevant to the requesting agencies' function. In addition, another routine use is that SBA may transfer information related to a debt that a person is delinquent in paying to SBA in connection with its loan programs for publication on a computer database system maintained by the Department of Housing and Urban Development, or other Federal agency, to allow searches by participating Government agencies and approved private lenders, consistent with applicable law. SBA and its authorized lenders may also use this computer database system to perform a computer match to determine a loan applicant's credit status with participating agencies of the Federal Government. See Revision of Privacy Act System of Records, 74 F.R. 14890 (April 1, 2009) and 77 F.R. 61467 (October 9, 2012) for additional background and other routine uses, which may be amended from time to time.

Right to Financial Privacy Act of 1978 (12 U.S.C. 3401) -- This is notice to you as required by the Right to Financial Privacy Act of 1978, of SBA's access rights to financial records held by financial institutions that are or have been doing business with you or your business, including any financial institutions participating in a loan or loan guaranty. The law provides that SBA shall have a right of access to your financial records in connection with its consideration or administration of assistance to you in the form of a Government guaranteed loan. SBA is required to provide a certificate of its compliance with the Act to a financial institution in connection with its first request for access to your financial records, after which no further certification is required for subsequent accesses. The law also provides that SBA's access rights continue for the term of any approved loan guaranty agreement. No further notice to you of SBA's access rights is required during the term of any such agreement. The law also authorizes SBA to transfer to another Government authority any financial records included in an application for a loan, or concerning an approved loan or loan guaranty, as necessary to process, service or foreclose on a loan guaranty or collect on a defaulted loan guaranty.

Freedom of Information Act (5 U.S.C. 552)

This law provides, with some exceptions, that SBA must supply information reflected in agency files and records to a person requesting it. Information about approved loans that will be automatically released includes, among other things, statistics on our loan programs (individual borrowers are not identified in the statistics) and other information such as the names of the borrowers (and their officers, directors, stockholders or partners), the collateral pledged to secure the loan, the amount of the loan, its purpose in general terms and the maturity. Proprietary data on a borrower would not routinely be made available to third parties. All requests under this Act are to be addressed to the nearest SBA office and be identified as a Freedom of Information request.

Flood Disaster Protection Act (42 U.S.C. 4011) -- Regulations have been issued by the Federal Insurance Administration (FIA) and by SBA implementing this Act and its amendments. These regulations prohibit SBA from making certain loans in an FIA designated floodplain unless Federal Flood insurance is purchased as a condition of the loan. Failure to maintain the required level of flood insurance makes the applicant ineligible for any financial assistance from SBA, including disaster assistance.

Executive Orders -- Floodplain Management and Wetland Protection (42 F.R. 26951 and 42 F.R. 26961) -- SBA discourages settlement in or development of a floodplain or a wetland. This statement is to notify all SBA loan applicants that such actions are hazardous to both life and property and should be avoided. The additional cost of flood preventive construction must be considered in addition to the possible loss of all assets and investments due to a future flood.

Occupational Safety and Health Act (15 U.S.C. 651 et seq.) -- This legislation authorizes the Occupational Safety and Health Administration in the Department of Labor to require businesses to modify facilities and procedures to protect employees or pay penalty fees. Businesses can be forced to cease operations or be prevented from starting operations in a new facility. Therefore, SBA may require additional information from an applicant to determine whether the business will be in compliance with OSHA regulations and allowed to operate its facility after the loan is approved and disbursed. Signing this form as an applicant is certification that the OSHA requirements that apply to the applicant business have been determined and that the applicant, to the best of its knowledge, is in compliance. Furthermore, applicant certifies that it will remain in compliance during the life of the loan.

Civil Rights Legislation -- All businesses receiving SBA financial assistance must agree not to discriminate in any business practice, including employment practices and services to the public on the basis of categories cited in 13 C.F.R., Parts 112, 113, and 117 of SBA Regulations. This includes making their goods and services available to handicapped clients or customers. All business borrowers will be required to display the "Equal Employment Opportunity Poster" prescribed by SBA.

Equal Credit Opportunity Act (15 U.S.C. 1691) -- The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status or age (provided 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.

Executive Order 11738 -- Environmental Protection (38 F.R. 251621) -- The Executive Order charges SBA with administering its loan programs in a manner that will result in effective enforcement of the Clean Air Act, the Federal Water Pollution Act and other environment protection legislation.

Debt Collection Act of 1982, Deficit Reduction Act of 1984 (31 U.S.C. 3701 et seq. and other titles) -- These laws require SBA to collect aggressively any loan payments which become delinquent. SBA must obtain your taxpayer identification number when you apply for a loan. If you receive a loan, and do not make payments as they come due, SBA may take one or more of the following actions: (1) report the status of your loan(s) to credit bureaus, (2) hire a collection agency to collect your loan, (3) offset your income tax refund or other amounts due to you from the Federal Government, (4) suspend or debar you or your company from doing business with the Federal Government, (5) refer your loan to the Department of Justice or other attorneys for litigation, (6) foreclose on collateral or take other action permitted in the loan instruments, or (7) if you default on an SBA loan and fail to fully reimburse SBA for any resulting loss, refer you to the computer database of delinquent Federal debtors maintained by the Department of Housing and Urban Development, or other Federal agency, which may disqualify you from receiving financial assistance from other Federal agencies. In addition, unless SBA is reimbursed in full for the loss, you will not be eligible for additional SBA financial assistance.

Immigration Reform and Control Act of 1986 (Pub. L. 99-603) -- If you are an alien who was in this country illegally since before January 1, 1982, you may have been granted lawful temporary resident status by the United States Immigration and Naturalization Service pursuant to the Immigration Reform and Control Act of 1986. For five years from the date you are granted such status, you are not eligible for financial assistance from the SBA in the form of a loan guaranty under Section 7(a) of the Small Business Act unless you are disabled or a Cuban or Haitian entrant. When you sign this document, you are making the certification that the Immigration Reform and Control Act of 1986 does not apply to you, or if it does apply, more than five years have elapsed since you have been granted lawful temporary resident status pursuant to such 1986 legislation.

Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.) -- Borrowers using SBA funds for the construction or rehabilitation of a residential structure are prohibited from using lead-based paint (as defined in SBA regulations) on all interior surfaces, whether accessible or not, and exterior surfaces, such as stairs, decks, porches, railings, windows and doors, which are readily accessible to children under 7 years of age. A "residential structure" is any home, apartment, hotel, motel, orphanage, boarding school, dormitory, day care center, extended care facility, college or other school housing, hospital, group practice or community facility and all other residential or institutional structures where persons reside.

Executive Order 12549, Debarment and Suspension (2 CFR 180, adopted by reference in 2 CFR Part 2700 (SBA Debarment Regulations)) -- By submission of this loan application, you certify and acknowledge that neither you nor any Principals have within the past three years been: (a) debarred, suspended, declared ineligible from participating in, or voluntarily excluded from participation in a transaction by any Federal department or agency; (b) formally proposed for debarment, with a final determination still pending; (c) indicted, convicted, or had a civil judgment rendered against you for any of the offenses listed in the Regulations; or (d) delinquent on any amounts due and owing to the U.S. Government or its agencies or instrumentalities as of the date of execution of this certification.

If you are unable to certify and acknowledge (a) through (d), you must obtain and attach a written statement of exception from SBA permitting participation in this loan. You further certify that you have not and will not knowingly enter into any agreement in connection with the goods and/or services purchased with the proceeds of this loan with any individual or entity that has been debarred, suspended, declared ineligible from participating in, or voluntarily excluded from participation in a Transaction. All capitalized terms have the meanings set forth in 2 C.F.R. Part 180.