

1. Has the Applicant or any Owner of the business ever been convicted, charged with or arrested for any criminal offense other than a minor motor vehicle violation? Yes No If yes, furnish details in a separate exhibit.
2. Is the Applicant or any Owner a party to a claim or lawsuit? Yes No If yes, furnish details in a separate exhibit.
3. Are any business assets currently pledged as collateral? Yes No If yes, furnish details in a separate exhibit.
4. Has the Applicant or any Owner ever declared bankruptcy? Yes No If yes, furnish details in a separate exhibit.

APPLICANT’S STATEMENT

A. The undersigned certifies that (a) if Applicant is an entity other than a sole proprietorship, it is duly organized and validly existing under the law of the State of _____ (if not filled in, Washington), and (b) all information provided in conjunction with this application for credit is complete, true and correct. The undersigned authorizes Rainier Valley Community Development Fund (“RVCDF”) to obtain one or more credit reports on him or her as an individual and on the Applicant and to give credit-reporting information relating to any credit RVCDF may grant Applicant.

B. Applicant acknowledges that:

1. It is the policy of RVCDF that RVCDF and any organization providing underwriting services in connection with the loan requested under this application keep confidential all information previously provided by or on behalf of Applicant and Owners to the City of Seattle (the “City”) or otherwise in connection with this application (“Confidential Information”).
2. For purposes of such policy, “Confidential Information” does not include any information (a) in the City’s or RVCDF’s possession before its being furnished by Applicant, (b) that has become, through no act or failure to act on the part of RVCDF or the City, generally known to the public, (c) rightfully obtained by RVCDF or the City from an independent third party not known by RVCDF or the City to be under an obligation of confidentiality to Applicant, (d) independently developed by RVCDF without use of or reference to information that would otherwise be deemed Confidential Information, or (e) authorized by Applicant to be disseminated to third parties or the public.
3. RVCDF may disclose Confidential Information to its employees, contractors, advisers and attorneys, but only (a) to the extent necessary to determine Applicant’s eligibility for a loan from RVCDF and to prepare appropriate loan documentation and (b) if such persons are advised of the confidential nature of the Confidential Information and are bound by a written agreement or by a legally enforceable code of professional responsibility to protect the confidentiality of such information. In addition, RVCDF may disclose Confidential Information to the City, the United States Department of Housing and Urban Development or any federal, state or local regulator or auditor or to RVCDF’s loan servicing agent. To the extent required by court order or other applicable law, RVCDF may disclose Confidential Information to any other third party.
4. RVCDF’s liability to Applicant and its owners for any breach of confidentiality shall be limited to the cumulative amount of One Thousand Dollars (\$1,000). Damages in such amount shall be Applicant’s sole remedy and such amount represents a fair and reasonable estimate of damages that would be incurred by Applicant and its owners in connection with a breach of RVCDF’s confidentiality policy.
5. RVCDF may transfer or assign its interest in any loan made in connection with this application to any third party, including, without limitation, the City.

C. Applicant authorizes:

1. RVCDF to obtain and review Confidential Information provided by Applicant to the City and to identify Applicant and its owners and officers as borrowers in newsletters, annual reports and other publications produced by or for RVCDF.
2. RVCDF and/or the City to compile portions of the Confidential Information with similar data of other applicants and to publish statistics derived from such compilations.

D. Each of the undersigned parties certifies that he or she is authorized to sign this application on behalf of Applicant.

Notice to Washington residents: Oral agreements or oral commitments to loan money, extend credit, or to forbear from enforcing repayment of a debt are not enforceable under Washington law.

X _____
 Authorized Signature Print Name and Title Date

X _____
 Authorized Signature Print Name and Title Date

Consent of Non-Participating Spouse—applicable if Applicant is a sole proprietorship and Owner owns and manages Applicant’s business, but Owner’s spouse does not participate in the management of Applicant’s business):

I do not participate in the management of Applicant’s business, but consent to Owner entering into the loan transaction contemplated by this application.

X _____
 Spouse Signature Print Spouse Name Date