

Tioga County Local Development Corporation

Small Business Revolving Loan Fund

Typical Fees and Conditions

The Tioga County Local Development Corporation (TCLDC) continually strives to provide you with an alternative funding source to help your small business succeed. Each loan request is unique and therefore requires appropriate documentation as related to the request. However, there are some typical Fees and Conditions that may be required.

Typical Fees

Application Fee	\$150.00	required on all loan requests
Commitment Fee	1% of approved loan amount	required on all approved loans
UCC Filing Fee	\$40.00	required on all loans when equipment or inventory is taken as collateral
Mortgage Tax	0.75% of mortgage amount	required when real property is taken as collateral
Recording Fees	vary	required when real property is taken as collateral
Attorney Fees	\$250.00	required on all loans when <u>no real property</u> is taken as collateral
	\$350.00	required on all loans when <u>real property is</u> taken as collateral

Typical Conditions

- Borrower shall provide evidence of proper property and casualty insurance in an amount sufficient to cover the outstanding debt, with the Tioga County Local Development Corporation named as loss payee.
- Borrower shall provide evidence of flood insurance (if applicable) in an amount sufficient to cover the outstanding debt, with Tioga County Local Development Corporation named as loss payee.

- All closing costs, including the fees for Tioga County LDC's attorney, are the responsibility of the borrower and shall be paid at the time of closing.
- Borrower shall comply with the requirements of federal and state laws concerning civil rights, the environment, flood protection insurance, and the Americans with Disabilities Act.
- Borrower shall provide the TCLDC with a copy of their DBA certificate prior to closing.
- Borrower shall provide their unconditional personal guarantee.
- Keyperson life insurance on the borrower, at least in the amount of the outstanding debt and assigned to the TCLDC, shall be provided. A provision can be made for the insurance to decline as the loan is repaid, retaining an insured amount on the policy equal to the amount of the declining loan balance.
- If any loan repayment (including payment of interest) is not paid with a check supported by sufficient funds to cover the disbursed amount within ten (10) days of the due date, a late charge equal to the greater of \$5.00 or 3% of the payment shall be imposed. Such a charge shall be payable immediately upon receipt of the invoice, in addition to any interest payment for that month.
- The due date for loan payments will be on the first day of each month. Please note that no coupon book or payment notices will be sent. It is the borrower's responsibility to issue and distribute repayment checks on time.
- During the active term of the loan, financial statements reflecting the income and expenses of the borrower shall be submitted within ninety days of its fiscal year end.
- The loan commitment is subject to and contingent upon availability of loan funds from the Tioga County Revolving Loan program at the time of closing, and to the conformity of the loan closing to all applicable and regulatory obligations of the TCLDC at the time of closing.
- The applicant agrees to comply with the terms and conditions of the Loan Policies of the TCLDC.

Please remember that not all of these Fees or Conditions may apply to your request.

Fees and Conditions may be changed at any time. Consult a Tioga County Local Development Corporation representative as to what Fees and Conditions may apply to your business loan request.