



CITY AND COUNTY OF SAN FRANCISCO
LONDON N. BREED, MAYOR

OFFICE OF SMALL BUSINESS
KATY TANG, EXECUTIVE DIRECTOR

Legacy Business Program Business Stabilization Grant INITIAL GRANT APPLICATION

Version: August 1, 2024



1 DR. CARLTON B. GOODLETT PLACE, ROOM 140, SAN FRANCISCO, CALIFORNIA 94102
(415) 554-6680 | sf.gov/legacybusiness | legacybusiness@sfgov.org

Business Stabilization Grant Application

Version: August 1, 2024

1. Background Information

- A) Applicant (Landlord) Name: _____
- B) Applicant (Landlord) Street Address: _____
- C) Applicant (Landlord) City, State and Zip Code: _____
- D) Applicant (Landlord) Phone Number: _____
- E) Applicant (Landlord) Email Address: _____
- F) Applicant (Landlord) Business Account Number (BAN): _____
- G) For the BAN provided above, how many employees does your business have? _____
- H) Legacy Business: _____
- I) Legacy Business Address: _____

Information About the Person Completing This Form

- J) Name: _____
- K) Company (if applicable): _____
- L) Street Address: _____
- M) City, State and Zip Code: _____
- N) Phone Number: _____
- O) Email Address: _____

2. Landlord to a Registered Legacy Business

Applicant certifies it is a Qualified Landlord to a Registered Legacy Business as defined in Section 2 of the Business Stabilization Rules and Regulations.

Yes _____ No _____ "Yes" required for compliance

If "yes," continue.

If "no," Applicant is ineligible to apply for the Business Stabilization Grant.

3. Term of Lease

A) Applicant certifies that on or after January 1, 2016, Applicant entered into an agreement with the Legacy Business in which Applicant leases real property in San Francisco to the Legacy Business for a term of at least 10 years or extended the term of the Legacy Business' existing lease to at least 10 years.

A “10-year lease” is defined as a lease for a full 10 years, or a lease with renewal option(s) that add up to 10 years (e.g., a five-year lease with a five-year option to renew). For a lease with renewal option(s), any number of years for which the Legacy Business has an option to renew the lease shall count towards the term of the lease, provided that the option to renew can be exercised at the Legacy Business’ sole discretion.

Yes _____ No _____ “Yes” required for compliance

If “yes,” continue.

If “no,” Applicant is ineligible to apply for the Business Stabilization Grant.

B) Retroactivity

The Business Stabilization Grant shall be retroactive to the fiscal year (July through June) in which the Legacy Business was listed on the Legacy Business Registry. For example, if the Legacy Business was listed on the Legacy Business Registry in November 2024, which is fiscal year 2024-25 (July through June), and the qualifying lease is a new 10-year lease that commenced July 1, 2023, and ends June 30, 2033, Applicant would be eligible to apply for 9 years’ of grants retroactive to July 1, 2024, the same fiscal year the Legacy Business was listed on the Legacy Business Registry.

Applicant understands the Business Stabilization Grant is retroactive to the fiscal year in which the Legacy Business was listed on the Legacy Business Registry.

Yes _____ No _____ “Yes” required for compliance

If “yes,” continue.

If “no,” Applicant is ineligible to apply for the Business Stabilization Grant.

C) Advance Payments

Applicant may receive a Business Stabilization Grant as early as the fiscal year in which the lease or lease extension is executed, even if the lease or lease extension does not take effect until a later fiscal year. Applicant need not wait for the qualifying lease or lease extension to take effect before applying for or receiving a Business Stabilization Grant. The maximum allowable time between Applicant receiving a grant and the qualifying lease or lease extension taking effect shall be three years.

If, however, Applicant applies for a Business Stabilization Grant before the lease or lease extension has taken effect, Applicant must—as a condition of receiving a grant —agree to return the entire amount of the Business Stabilization Grant in the event that the qualifying lease or lease extension does not take effect, unless Applicant shows, to the satisfaction of the Office of Small Business, that Applicant is not responsible for the fact that the qualifying lease or lease extension does not take effect.

Applicant certifies that it understands the conditions regarding advance payments for the Business Stabilization Grant as indicated above; and Applicant agrees, if applying for and receiving a Business Stabilization Grant before the lease or lease extension has taken effect, to return the entire amount of the grant in the event that the qualifying lease or lease extension does not take effect, unless Applicant shows, to the satisfaction of the Office of Small Business, that Applicant is not responsible for the fact that the qualifying lease or lease extension does not take effect.

Yes _____ No _____ "Yes" required for compliance

If "yes," continue.

If "no," Applicant is ineligible to apply for the Business Stabilization Grant.

D) For a **NEW LEASE** that is 10 or more years, please indicate in the table below the term start dates and term end dates of the prior lease and the new lease:

	Term Start Date	Term End Date
Prior Lease (if applicable)		
New Lease		

Length of lease term: _____ years

E) For an **EXISTING LEASE WITH A TERM EXTENDED** to 10 or more years, please indicate in the table below the term start dates and term end dates of the prior lease and the new lease:

	Term Start Date	Term End Date	Length of Lease (Years)
Original Lease			
Extended Lease	(same as above)		

Length of lease extension: _____ years

4. Categories of Ineligible Landlords

A) Applicant may not be a department, agency, commission, or other entity within the City and County of San Francisco (including, but not limited to, the Real Estate Division, the Port of San Francisco or the San Francisco Municipal Transportation Agency).

B) Applicant may not be any other local, state, or federal government; any entity within any other local, state, or federal government; or any special district created by state law (including, but not limited to, the Bay Area

Rapid Transit District).

C) Applicant may not have entered into a lease agreement with a Legacy Business that had previously owned the real property that is the subject of that lease agreement (e.g., leaseback arrangement).

Applicant certifies that it does not meet any of the categories of ineligible landlords as indicated above:

Yes _____ No _____ "Yes" required for compliance

If "yes," continue.

If "no," Applicant is ineligible to apply for the Business Stabilization Grant.

5. Landlord and Legacy Business Legal Relationship

Applicant must not be related by ownership, either directly or indirectly, to the Legacy Business to which Applicant leases the property. Applicant is related by ownership to the Legacy Business if any of the following criteria are satisfied:

A) Applicant holds any ownership interest in the Legacy Business; or

B) The Legacy Business holds any ownership interest in Applicant; or

C) A third-party entity holds an ownership interest in both the Legacy Business and Applicant; or

D) Applicant holds any beneficial interest in any entity (including, but not limited to, a beneficial interest in a trust) that holds an ownership interest in the Legacy Business; or

E) The Legacy Business holds any beneficial interest in any entity (including, but not limited to, a beneficial interest in a trust) that holds an ownership interest in Applicant; or

F) Applicant, or any person who holds an ownership or beneficial interest in Applicant, is in an immediate family relationship with any person who holds an ownership or beneficial interest in the Legacy Business. The phrase "immediate family relationship" includes the relationships between spouses, domestic partners, parents or guardians and children (including step-parents and step-children, or adoptive parents and adoptive children), grandparents and grandchildren, siblings (including step-siblings or adoptive siblings), aunts or uncles and nieces or nephews, great-aunts or great-uncles and grand-nieces or grand-nephews, and first or second cousins. The phrase also includes the relationship with the parent, grandparent, or sibling of one's spouse or domestic partner, or the spouse or domestic partner of one's child, grandchild, or sibling.

Applicant certifies it is not related by ownership, either directly or indirectly, to the Legacy Business to which the Applicant leases the property.

Yes _____ No _____ "Yes" required for compliance

If "yes," continue.

If "no," Applicant is ineligible to apply for the Business Stabilization Grant.

6. Business Registration

All commercial landlords renting units in San Francisco are required to register as businesses with the Office of the Treasurer and Tax Collector. Business Registration information is available at <https://sftreasurer.org/business/register-business>.

Applicant certifies that it complies with any requirement to register as a business with the Office of the Treasurer and Tax Collector.

Yes _____ No _____ "Yes" required for compliance

If "yes," continue.

If "no," Applicant is ineligible to apply for the Business Stabilization Grant.

7. No Amounts Owed to City

Applicant certifies it does not owe any amount to the City as a result of fines, penalties, interest, assessments, taxes, fees, or any other financial obligations imposed by law, regulation, or contract that were delinquent as of the date of application for this grant:

Yes _____ No _____ "Yes" required for compliance

"Yes" means there are no amounts owing to the City.

If "yes," continue.

If "no," Applicant is ineligible to apply for the Business Stabilization Grant.

8. No Determinations or Violations of Any of City Labor Laws

Applicant certifies it has no current determinations or violation of any of the City’s labor laws and does not owe any outstanding penalties or payments ordered by the Office of Labor Standards Enforcement (OLSE):

Yes _____ No _____ “Yes” required for compliance

“Yes” means there are no determinations or violations of any of City labor laws.

If “yes,” continue.

If “no,” Applicant is ineligible to apply for the Business Stabilization Grant.

9. Total Square Footage Leased to the Legacy Business

Applicant certifies the below total square footage of the improvements in San Francisco leased to the Legacy Business from which the Legacy Business operates its business. The applicant can certify the square footage by providing in the lease a specific section(s) that separately denotes the square footage of the “improvements area” and “common area” of the leased space, or in an addendum signed by both the Applicant (landlord) and Legacy Business.

Square footage: _____

On what page(s) of the lease is the square footage listed? _____

10. Amount of Grant

The grant allocation is based on \$4.50 per square foot, up to a maximum of 5,000 square feet, per location of the improvements area leased to the Legacy Business from which the Legacy Business operates its business in San Francisco, except that the total grants paid to all Qualified Landlords in a fiscal year shall not exceed the appropriations into the Legacy Business Assistance Program Fund. The grant is an annual grant with a maximum grant amount of \$22,500 (\$4.50/sq. ft. x 5,000 sq. ft.)

A) Grant Request = \$4.50 x _____ = \$ _____
Square Footage Grant Request

B) Applicant acknowledges that the Business Stabilization Grant is subject to the budgetary and fiscal provisions of the City Charter, and total grants paid to all Qualified Landlords in a fiscal year shall not exceed the appropriations for Business Stabilization Grants in the Legacy Business Assistance Program Fund. Both Applicant and Legacy Business understand that the amount of the grant could vary and might be less than \$4.50 per square foot due to funding constraints.

Yes _____ No _____ "Yes" required for compliance

If "yes," continue.

If "no," Applicant is ineligible to apply for the Business Stabilization Grant.

C) Per the Business Stabilization Grant Rules and Regulations, Applicant must share at least 50 percent of the Business Stabilization Grant with the Legacy Business tenant.

Applicant acknowledges that at least 50 percent of the Business Stabilization Grant will be shared by Applicant with the Legacy Business tenant.

Yes _____ No _____ "Yes" required for compliance

If "yes," continue.

If "no," Applicant is ineligible to apply for the Business Stabilization Grant.

What percentage of the Business Stabilization Grant will Applicant share with the Legacy Business?

_____ percent

How will the Business Stabilization Grant be shared with the Legacy Business?

Rent Reduction _____

Direct Payment _____

Other _____ Please describe: _____

11. Conditions for Leases

The lease shall meet all conditions as required by rules and regulations of the Small Business Commission, as follows:

A) Signing of the Lease

Applicant certifies that it and Legacy Business have signed the lease and any required addenda prior to Applicant applying for a Business Stabilization Grant.

Yes _____ No _____ "Yes" required for compliance

If "yes," continue.

If "no," Applicant is ineligible to apply for the Business Stabilization Grant.

B) Disclosure to Legacy Business

Applicant certifies that it has informed the Legacy Business the following in writing: (1) that Applicant is applying for a Business Stabilization Grant; (2) that the City and County of San Francisco does not guarantee it will have sufficient appropriations in the Legacy Business Assistance Program Fund to fully fund Business Stabilization Grants; and (3) that the City does not guarantee it will award any grant of any amount under Administrative Code Section 2A.246.

Yes _____ No _____ "Yes" required for compliance

If "yes," continue.

If "no," Applicant is ineligible to apply for the Business Stabilization Grant.

C) Lease Cancellation

Applicant certifies it has not cancelled an existing lease or lease extension that was ineligible for a Business Stabilization Grant and executed a new lease or lease extension that is eligible for a Business Stabilization Grant for the sole purpose of applying for and receiving a grant.

Yes _____ No _____ "Yes" required for compliance

If "yes," continue.

If "no," Applicant is ineligible to apply for the Business Stabilization Grant.

12. Copy of Lease

Applicant has submitted the executed lease and any addenda with this Business Stabilization Grant application and acknowledges the following confidentiality statements:

The Office of Small Business must comply with the California Public Records Act and the San Francisco Sunshine Ordinance. Whenever an application for a grant under Administrative Code 2A.246 is approved, the Office of Small Business shall, to the extent permitted by law, keep confidential all provisions in any lease submitted by a landlord in connection with the application, except to the extent that the Office of Small Business relied on the content of any such provisions in deciding to award a grant to the applicant landlord.

Whenever an application for a grant under Administrative Code 2A.246 is denied, or before such an application has been either approved or denied, the Office of Small Business shall, to the extent permitted by law, keep confidential the entirety of any lease submitted by the landlord in connection with the application.

Yes _____ No _____ "Yes" required for compliance

If "yes," continue.

If "no," Applicant is ineligible to apply for the Business Stabilization Grant.

13. Annual Application

A) Applicant understands the Business Stabilization Grant is an annual grant, and the Applicant must reapply for the grant by the anniversary date of the first grant payment.

Yes _____ No _____ "Yes" required for compliance

If "yes," continue.

If "no," Applicant is ineligible to apply for the Business Stabilization Grant.

B) Applicant understands that any failure to reapply for an annual grant may deprive Applicant of its status as a Qualified Landlord from "prior years" within the meaning in the Business Stabilization Grant Rules and Regulations.

Yes _____ No _____ "Yes" required for compliance

If "yes," continue.

If "no," Applicant is ineligible to apply for the Business Stabilization Grant.

14. Sanctions for Willful or Material Misrepresentation

Applicant certifies that if it willfully or materially misrepresents any information in any application for a Business Stabilization Grant, the Office of Small Business may terminate any pending grant to Applicant, order Applicant to return any grants previously awarded and/or prohibit Applicant (conditionally or otherwise) from applying for future grants for any period of time, and take any other legal action the Office of Small business deems necessary.

Yes _____ No _____

If “yes,” continue.

If “no,” Applicant is ineligible to apply for the Business Stabilization Grant.

15. City Supplier Registration

Grant recipients must sign up as a Supplier (formerly known as a “Vendor”) with the City and County of San Francisco to receive grants. Applicants who cannot or refuse to become City Suppliers cannot be paid a Business Stabilization Grant.

Is Applicant registered as a Supplier with the City and County of San Francisco?

Yes _____ No _____

If “yes,” what is your Supplier number? _____ Unsure _____

If “no,” please follow the instructions on the step-by-step Supplier set-up webpage at <https://www.sf.gov/step-by-step/become-city-supplier>.

For assistance with the Supplier set-up process, please contact Richard Kurylo at legacybusiness@sfgov.org or (415) 554-6680.

16. Verification

Please verify whether the following statements are correct:

- Applicant is a Qualified Landlord to a Registered Legacy Business (as defined in [Administrative Code Section 2A.242](#) and the Business Stabilization Grant Rules and Regulations).
- Applicant is current on all of its San Francisco business tax obligations.
- Applicant’s business registration and applicable regulatory license(s) are current.

- Applicant has no amounts owing to the City as a result of fines, penalties, interest, assessments, taxes, fees, or any other financial obligations imposed by law, regulation, or contract that were delinquent as of the date of application;
- Applicant has no determinations from the Office of Labor Standards and Enforcement (OLSE) that it is in violation of any of the City’s labor laws.
- I understand that all information provided in the application may become subject to disclosure under the California Public Records Act and/or San Francisco Sunshine Ordinance.

17. Declaration

I, the Qualified Landlord to the Registered Legacy Business _____
 _____ located at _____ in San
 Francisco, California, affirm that the statements in this application are true and correct to the best of my
 knowledge. I understand that a false statement may result in the denial of my application for a Business
 Stabilization Grant.

18. Signature

 Applicant’s Printed Name

 Applicant’s Signature

 Date

19. Checklist

- Include the following with your submission:
- Completed and signed Business Stabilization Grant application.
 - A copy of the lease with the Legacy Business.

20. Application Submission

Mail, hand-deliver, or email the completed application and required attachments to:

Legacy Business Program
 Office of Small Business
 City Hall, Room 140
 1 Dr. Carlton B. Goodlett Place
 San Francisco, CA 94102
legacybusiness@sfgov.org