# 2018 LODGING TAX SERVICES AGREEMENT BETWEEN KITTITAS COUNTY AND LAUGHING HORSE ARTS FOUNDATION D.B.A. JAZZ IN THE VALLEY

This Contract, effective January 1, 2018 is made and entered into by and between KITTITAS COUNTY ("County"), a subdivision of the State of Washington, and LAUGHING HORSE ARTS FOUNDATION D.B.A. JAZZ IN THE VALLEY ("Contractor") for Jazz in the Valley.

WHEREAS, the purpose of this Agreement is to provide for activities and expenditures designed to increase tourism,

NOW THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the County and the Contractor mutually agree as follows:

#### Section 1. Scope of Work.

- a. Contractor shall provide the services and staff described in its Application for Lodging Tax Funds submitted to the Lodging Tax Advisory Committee, attached hereto as Exhibit "A" which is attached hereto and incorporated herein by this reference.
- b. Except as otherwise specifically provided in this Agreement, Contractor shall furnish the following as required to perform the services, described in Paragraph (a) above, in accordance with this Agreement: Personnel, labor and supervision; technical, professional and other services. All such services, property and other items furnished or required to be furnished, together with all other obligations performed, or required to be performed, by Contractor under this Agreement are collectively referred to herein as "Services."
- c. Contractor shall commence, perform and complete such Services in accordance with **Exhibit** "B" which is attached hereto and incorporated herein by this reference.

#### Section 2. Payment.

- a. As full compensation for satisfactory performance of the Contractor's Services, the County agrees to pay Contractor the sum of ten thousand dollars (\$10,000.00).
- b. Additional payment terms: The County will make payment to the Contractor only on a reimbursement basis, as receipts/invoices for any items including marketing and/or advertising are submitted to the County, not to exceed the sum of ten thousand dollars (\$10,000.00).
- c. Services/Expenses that are reimbursed must be dated during the current year and final date to submit reimbursements requests is January 15, after this date funds lapse.
- d. Requests for reimbursements must be submitted to:

Kittitas County Auditor
Attn: Auditor's Accounting

# 205 West 5<sup>th</sup> Ave – Suite 105 Ellensburg, WA 98926

#### auditorsaccounting@co.kittitas.wa.us

- e. Reporting requirements of your events will be required on prescribed forms from the County Auditor.
- f. Contractor is eligible to claim reimbursement for the following items and amounts only:
  - Rent canvas tents
  - Complete redesign of website
  - Radio Advertising
  - E-newsletter
  - Send festival brochures to all Chambers of Commerce in the State
  - On-line and print advertising
  - Social Media advertising
  - Exit-surveys
- g. Contractor is not eligible to claim reimbursement for any items not listed in Section 2 (f) and is further expressly denied funding for the following items as requested in the application as defined in Section 1(a): N/A
- h. Contractors requesting reimbursement for event-specific expenses shall submit all claims as no more than two reimbursement requests with supporting documentation.
- 1. \*\* Contractors must complete the Lodging Tax Reimbursement online training course provided by the County Auditor's office prior to filing reimbursement claim. Requests for reimbursement will not be accepted by the County Auditor prior to the training being completed. The training may be found online at the Kittitas County Auditor's website at the following address: http://www.co.kittitas.wa.us/auditor/default.aspx

#### Section 3. Performance by Contractor.

- a. Contractor shall not (by contract, operation of law or otherwise) delegate or subcontract performance of any Services to any other person or entity without the prior written consent of the County. Any such delegation or subcontracting without the County's prior written consent shall be voidable at the County's option.
- b. Contractor shall at all times be an independent contractor and not an agent or representative of the County with regard to performing the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of the County. In no event shall Contractor be authorized to enter into any Agreement or undertaking for or on behalf of the County. It is understood that the Contractor and the Contractor's staff and employees are not employees of the County and are not, therefore, entitled to any benefits provided employees of the County.
- c. Contractor shall comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits, and other requirements, now or hereafter in effect, of any governmental authority (including, but not limited to, such requirements as may be imposed upon the

<sup>\*\*</sup>new

County and applicable to Services). Contractor shall furnish such documents as may be required to effect or evidence such compliance. All laws, ordinances, rules, and orders required to be incorporated into agreements of this character are incorporated into this Agreement by this reference. Contractor agrees to obtain all required licenses and permits, and further agrees to keep them in full force and effect during the term of this Agreement.

- d. The County and the Contractor agree that in fulfilling the terms and conditions of this Agreement neither shall discriminate on the basis of race, creed, color, national origin, age, sex, marital status, or the presence of a physical, sensory, or mental handicap.
- e. The Services shall at all times be subject to inspection by and approval of the County, but the County's making (or failure or delay in making) such inspection or approval shall not relieve Contractor of its responsibility to perform the Services in accord with this Agreement, notwithstanding the County's knowledge of defective or non-complying performance, or the substantiality or ease of discovering the same. Contractor shall provide the County with sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities.
- f. This contract is subject to review by any Federal or State auditor. Contractor shall promptly furnish the County or its designee, or such Federal or State auditor with such information related to the Services as may be requested by the applicable governmental entity. Contractor shall preserve and maintain all financial records and records relating to performance of Services under this Agreement for six (6) years after contract termination. For such duration after the County makes final payment of compensation due hereunder, Contractor shall provide the County access to (and the County shall have the right to examine, audit and copy, with or without notice) all of Contractor's books, documents, papers and records related to the Services or this Agreement.
- g. Contractor understands and acknowledges that Contractor is solely responsible for its own reporting and accounting of all state, federal, social security, and local taxes, of every nature, arising from Contractor's performance of this Agreement. All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accord with the applicable IRS regulations.

#### Section 4. Release, Indemnity, and Hold Harmless.

The County assumes no liability for the Contractor's actions under this Agreement. Contractor releases and shall defend, indemnify, and hold harmless the County, its officers and employees, agents, representatives, attorneys and/or volunteers, from and against all claims, costs, liabilities, damages, and expenses, (including, but not limited to, reasonable attorney fees) which arise or may arise or be alleged to arise out of or by reason of this Agreement including:

- Any fault, negligence, strict liability or product liability of Contractor in connection with the Services for this Agreement;
- Any lien asserted upon any property of the County in connection with the Services for this Agreement;
- Any failure of Contractor, or of the Services, to comply with any applicable law, ordinance, rule, regulation, order, license, permit and other requirement, now or hereafter in effect, of any governmental authority; or

Any breach of or default under this Agreement by Contractor.

#### Section 5. Compliance with Public Records Law.

- a. In compliance with Washington's public records law, the County will retain copies of any documents associated with this Agreement, which may be required by law unless legally exempt from such retention, for any applicable legally required retention period.
- b. In the event a public records request is made to the County for documents created in relation to this Agreement, should legal uncertainty arise regarding the disclosability of any documents under federal or state public records laws, the County shall provide notice to Contractor pursuant to Washington's public records act, chapter 42.56 RCW, to allow Contractor to seek a court injunction.
- c. The County specifically shall not be liable to Contractor for the County's release under public records laws of any documents not protected by trademark, copyright or other law.

#### Section 6. Industrial Insurance Waiver.

With respect to performance of this Agreement and as to any claims against the County, its Additional Insureds, officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to Contractor's employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this Agreement.

#### Section 7. Insurance and Endorsements.

- a. The County may require through a request in writing that the Contractor provide the County with a certificate, binder, or policy of liability insurance, acceptable to the County in an amount specified by the County.
- b. Such liability insurance shall be such as will protect Contractor, its employees, agents and representatives, from all claims, losses, harm, costs, liabilities, damages and expenses arising out of personal injury (including death) or property damage that may result from performance of the Services or this Agreement, whether such performance is by Contractor or any of its employees, agents or representatives.
- c. Should the County require such liability insurance, the Contractor agrees to provide proof of insurance prior to commencing performance of this Agreement.
- d. Copies of the County's written request and the insurance documents provided by Contractor shall be attached to this Agreement and by this reference will be made part hereof.
- e. Where insurance is requested by the County, all liability insurance policies shall be endorsed to include the County as an Additional Insured and shall stipulate that the insurance

afforded by the policies shall be primary insurance, and that any insurance, self-insured retention, deductibles, or risk retention trusts maintained or participated in by the Parties shall be excess and not contributory to any other insurance maintained by the County. Contractor shall furnish the County a certificate of insurance with Endorsement as evidence that the required policies are in full force and effect.

#### Section 8. Termination.

The County may, by written notice thereof to Contractor, terminate this Agreement as to all or any portion of the Services not yet performed, whether or not Contractor is in breach or default. Upon receiving such notice of termination, Contractor shall, except as otherwise directed by the County, immediately stop performing the Services to the extent specified in the notice. In the event the County terminates the Contractor's Services, the Contractor is obligated and hereby agrees to refund to the County all monies paid for Services not yet rendered by the Contractor, if any, as of the date of the notice of termination.

#### Section 9. Miscellaneous.

- a. Contractor shall not (by contract, operation of law or otherwise) assign this Agreement or any right or interest in this Agreement without the County's prior written consent.
- b. This Agreement embodies the entire Agreement between the County and Contractor, and supersedes any and all prior oral or written communications, proposals, conditions, promises, representations, or understandings regarding the Services. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written amendment to the Agreement signed by both parties.
- c. Notice for any purpose under this Agreement, except service of process, shall be given by the Contractor to the Kittitas County Commissioners and the Kittitas County Auditor, 205 W. 5<sup>th</sup> Ave. Ste. 108, Ellensburg, WA 98926. For all purposes under this Agreement, any notice by the County to the Contractor shall be given to the Contractor's address provided on the signature page. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid, certified mail, return receipt requested.
- d. The section and paragraph headings of this Agreement are for reference convenience only and are not intended to restrict, affect or be of any weight in interpreting or construing the provisions of such sections or paragraphs.
- e. This Agreement may be executed in one or more counterparts and by facsimile, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- f. Contractor warrants to the County that the individual signing on Contractor's behalf has the requisite power and authority to enter into and to perform Contractor's obligations under this Agreement. Contractor further warrants to the County that Contractor has made no misrepresentation or misleading statement in connection with this Agreement, and is not in violation of any applicable law, ordinance, or regulation the consequence of which will or may materially affect Contractor's ability to perform its obligations under this Agreement.

#### LT-2018-004-JAZZ IN THE VALLEY

- g. If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect the other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.
- h. The exclusive venue for any action brought to enforce this Agreement or any of its terms shall be in Kittitas County, State of Washington.

BOARD OF COUNTY COMMISSIONERS	CONTRACTOR	
Chair	[Print Name]	
Vice Chair		
Commissioner	[Address]	
ATTEST: Clerk of the Board	[Telephone]	
APPROVED AS TO FORM:		
Deputy Prosecuting Attorney		

WITTITAG GOLINITY

# CLTAC: Application for Lodging Tax Grant Funding

**Grant Application** 

Did you attend the Grant Application Workshop - 2017 hosted by the Kittitas County Chamber of Commerce?

Workshop - 2017\*

• Yes

O No

Submittal Instructions

O Yes,

& General

Thave read and understand Submittal Instructions and General Information for the 2017 Lodging Tax Grant Funding

Information \* Process

You are strongly encouraged to compose your responses to the questions of this form with a desktop text editor and save your work, then copy and paste the information into the form. You may also save a draft by selecting the button of this page. When you do this you will be logged out and must log back in to continue. In order to save a draft you withness to provide enternall address and a cassword. After completing the save draft, you will be redirected to landing page containing a link to log back into the form. We suggest you save this link as a beckmark. The link will also be sont to you in an email.

#### Organization Information



Name of Organization \* Laughing Horse Arts Foundation D.B.A. Jazz in the Valley

Organization Address \* Street Address

PO Box 214 Address Line 2

TOOI COO I

City

State / Province / Region

Ellensburg
Postal / Zip Code

WA Country USA

98926

JazzintheValley.com

Federal Tax ID #\*

91-1211173

**UBI#**\*

Website

600-634-787

Organization is a: \*

O Government Entity

501(c)3501(c)4

O 501(c)6

O Other

(Note: you must submit 501(c)3, 501(c)4, or 501(c)6 approval documentation.) Click here to view sample documents (redacted).

Upload Proof of

501c3.pdf

1.41MB

Organization Status\*

Acceptable file formats include: JPG, PDF or TIFF,

#### Contact Information



First Name \*

Joy

Last Name \*

Solberg

Phone Number\*

509-925-3241

Email\*

disolberg@charter.net

#### Project or Event Information

Project/Event Name \*

Jazz in the Valley

#### **Event Dates**

Please provide any specific dates, or range of dates, on which your event or project will be held. You may add as many dates or date ranges as necessary.

Start Dates \*

**End Dates** 

7/27/2018

7/29/2018

Project/Event

Downtown Ellensburg

Location \*

New or Ongoing

Ongoing Project/Event (More than four years in existence)

Project/Event?\*

C New Project/Event (Four or fewer years in existence)

Amount of Funding

\$ 10000.00

Requested\*

If you selected "Ongoing Project/Event" above this amount may not exceed 10% of the total expense budget of this

Tourism Seasons \*

From the list below, what season will your project enhance tourism? Select any which apply.

Year-round (January - December) Off Season (November - February)

Shoulder Season (October or March - May)

#### Application Questions: Part 1



Please answer each question completely, in the order listed. Please include any supporting data within the response narrative.

#### 1| Project/Event Description

Please provide a description of your project/event and identify the specific tourism audience/market that your organization will target with these funds. You must include an itemized list of exactly how any grant funds awarded will be utilized.

Response 1: Project/Event Description \*

Jazz in the Valley is a three day festival featuring a variety of Jazz Music including blues, salsa, swing and more. There will be up to 10 venues (all in the downtown historic district) hosting a diverse group of northwest and national acts. Our core audience members are lovers of this genre of music who are looking for a weekend getaway at an affordable price. The primary attendees will be from the Pacific Northwest but the festival draws from all across the United States and Canada.

2500 character limit

List of Intended Use of Funds \*

Rent canvas tents to cover the seating areas at the Rotary Pavilion, our main venue.

Complete the redesign of our website to make it more interactive;

List of Intended Use of Funds\*

Purchase radio ads (with matching PSAs) with NPR & KNKX covering most of our State.

Send an E-newsletter to past attendees with info on the festival and other events in our area.

Send packets of festival brochures to all the Chambers of Commerce in the State.

On-line and print advertising focused on our targeted audience, (ie Blues to Do)

Social Media Advertising

Develop an Exit-survey to send to festival attendees with email addresses.

#### 2| Projections of Increased Tourism

Please provide the following estimates of how any money received will result in increases in the number of people traveling for business or pleasure on a trip:

- 1. Away from their place of residence or business and staying overnight in paid accommodations;
- 2. To a place fifty miles or more away from their place of residence or business for the day or staying overnight;
- 3. or from another country or state outside of their place of residence or business.

You must provide the evidence utilized in determining your projections.

# Response 2.1; Projection \*

- 1. Away from their place of residence or business and staying overnight in paid accommodations;
- We produce 12000 brochures and 500 posters that distribute throughout the State and mailing information packets to all of the Chambers of Commerce in the State.
- We distribute at least 75 of our posters to locations throughout the state, 30 of which go to wineries in Eastern Washington (many participated in the Wine tastings at Gallery One).
- Underwriting radio programs that promote this genre of music throughout the year and purchasing ads in the months prior to the festival; specifically KNKX and NPR, which targets our audience and blankets most of the state.
- Through some of the ads we placed last year, we have received valuable demographic information. Combining this with the email addresses we collected through sales at the Chamber Office, our on-line ticket sales (through ShowClix) and those provided from the webpage and festival surveys we hope to direct market to this audience and request feedback on their festival experiences.
- By developing an on-line newsletters targeting past attendees, we hope to keep our patrons engaged in what this year's festival will be offering as well as other events in our area.
- Last years scheduled redesign of our webpage was (unfortunately) derailed; however, it is still a major goal for this year. Making it more interactive with the users could open opportunities to expose more people to our community and facilitate interactions with the businesses.
   2500 character limit

# Response 2.1: Evidence \*

- We have a mailing list of over 1700 members who we send brochures to, 34% (585) of which have addresses outside of our county and which span across the United states and British Columbia. The out of county addresses are all from past attendees of the Festival.
- We are a three-day festival with Friday and Saturday nights events going until midnight. Most attendees from more than 50 miles away choose to stay overnight; be it in local lodging establishments or with friends that live in the area.
- From our best estimates, 44% or our tickets sold were to out of county residents, (See Exhibit A1)
- Of those who completed our festival survey: (See Exhibit A2)
  72% were from people listed residences outside of our county.
  61% reported staying at least one night
  27% reported two or more nights
  2500 character limit

# Response 2.2: Projection \*

2.To a place fifty miles or more away from their place of residence or business for the day or staying overnight;

We have considered collaborating with local lodging establishments and other businesses to offer weekend packages that would appeal especially to this audience. This could be something like a \$10 discount on JIV Festival ticket with a similar discount on Lodging or Restaurant meal during the festival. The theory would be that we would attract more visitors by offering a simpler stay with reduced total cost for out of county or out of state visitors not staying with local family or friends.

2500 character limit

#### Response 2.2: Evidence \*

However, this strategy is very risky for us to experiment with without outside funding, given our low margins of the last several years. For example, last year we sold 533 Festival passes on a pre-festival basis. If one-half of these opted for the discount above, that would decrease our net revenue by \$2600, or about a quarter of the average loss we experienced the last 3 years. We would have to sell an additional 65 tickets at the reduced price of \$40 to just break-even; this is a difficult risk to take at a time of conservation without outside funding to support this experiment.

#### Response 2.3:

Projection\*

3, or from another country or state outside of their place of residence or business.

As our surveys have shown, past attendees to our festival have come from all over the country and some from other parts of the world. We have established a database of email contacts for these people. By developing an on-line newsletter targeting these past attendees, we hope to keep our patrons engaged in what this year's festival will be offering as well as other events in our area.

2500 character limit

2500 character limit

#### Response 2.3: Evidence \*

In addition to a potential interactive component in our newsletter, we should be able to mine information about those who accessed the email and where those people reside. This should help us refine our focus.

2500 character limit

#### Application Questions: Part 2



#### 3 Measuring Results

What tools will you use to measure your event's impact on tourism? Please be specific and provide examples. Include the following information:

- A, Is your project/event year-round or is it seasonal or date-specific? Go to definitions of terms.
- B. What strategies will you employ to assure you are attracting tourists from at least 50 miles away?
- C. What strategies will you use to assist in marketing all of Kittitas County as a tourist destination with your event/project funding request?

# Response 3: Measuring Results\*

What tools will you use to measure your event's impact on tourism? Rease be specific and provide examples.

- Our webpage has a lodging page that links to all of the accommodations in the county. Google Analytics showed that there were 589 contacts to this webpage, 265 of which exited our webpage to access one of the listings.
- We track demographic information of ticket sales through the Chamber, on-line sales through ShowClix, mail-order sales and our unrestricted personal /business contributions. This year during the Festival we asked ticket buyers where they were from. When we combined all of the available ticket information: 56% of tickets were in Kittitas County and 44% were out of the county (See Exhibit A1).
- Of our festival survey respondents that reported addresses: 28% were from Kittitas County and 72% were out of the county. (See Exhibit A2)
- Kept track of internet hits on our website via Google analytics Oct 1, 2015 –
   September 28, 2016 (see Exhibit B)
   2500 character limit

#### Response 3 A: Measuring Results\*

A. Is your project/event year-round or is it seasonal or date-specific?

C Year Round C Seasonal Date Specific

Your selection here should be supported by the dates you provided above, in the Project or Event Information section.

#### Response 3 B: Measuring Results\*

B. What strategies will you employ to assure you are attracting tourists from at least 50 miles away?

- Social media marketing, music genre marketing for specific targeted areas, brochure leafleting around Washington State, magazine ads, newspaper ads, online advertising.
- By developing an on-line newsletters targeting past attendees, we hope to keep our patrons engaged in what this year's festival will be offering as well as other events in our area. The attendee list is derived from our POS sales during the festival as well as what's provided from Chamber sales, ShowClix and subscriber mailing list.
- We have contacted several local hotel/motels to discuss the possibilities of creating value packages for those who attend the festival. At least four of them indicated potential interest in a partnership for next year.
- For the past 16 years, JIV has provided a survey for festival attendees to fill out and asked where they were from, how many nights they were staying and how they heard about us (Exhibit A2). 2500 character limit

#### Response 3 C: Measuring Results\*

- C. What strategies will you use to assist in marketing all of Kittitas County as a tourist destination with your event/project funding request?
- Our website currently links to the Kittitas County Chamber of Commerce, the MyEllensburg.com webpage, the local art galleries, CWU, the Historic Museum, and the Farmers Market. As we recreate our site we will be looking for other ways to expand our internet linkage into the community and its many events.
- We know there a lot of out-of-towners who attend our festival but spend their overnights with members of our community rather than in the hotels. We will work with Chamber tourism to develop a tool to try and measure this impact on our attendance numbers. The proposed on-line exit survey shuld help in this regard 2500 character limit

#### Application Questions: Part 3



#### 4| Collaboration

If your organization collaborates or has created partnerships with other organizations, groups, or other events, how is this accomplished?

#### Collaboration \*

- 1. Chamber of Commerce: Serves as our sales outlet
- 2. City of Ellensburg:
- Waves noise ordinance for weekend
- Allows our use of the Rotary Pavilion for our main venue
- Provides: fencing for the Rotary Pavilion (main venue); no parking signs; handicap signs; Hangs or banner across 4th between Main and Pearl streets.

  3. CWU:
- -Through a contract arrangement provides: Pianos, Music stands, Platforms, and Cooling fans for the Rotary Pavilion.
- We partner to provide music clinics for the County high school students.
- We offer yearly scholarships for Jazz students attending CWU.
- Collaborate with CWU's summer Jazz music camp providing Friday night tickets to camp members, Having the camp students perform a free concert Saturday morning prior to the festival starting.
- 4. Rodeo Association:
- Loans us their concession wagon for use as our Ticket booth. In exchange, our board member volunteer during the Rodeo.
- Use of approx. 750 chairs
- Hire local Boy Scout troops (last year FBLA student)s to unload and load the Rodeo chairs and clean up the Rotary Pavilion Saturday and Sunday mornings.
   Gallery One:
- Is a music venue during the festival
- Provides a tasting of premium Washington State wines on the Sat. afternoon of the festival. This is a significant fundraising event for them.
- Offers a 10% discount to festival attendees
- 7. Farmer's Market runs extended hours that weekend
- 8. Public Library decorates their lobby with Festival memorabilia. They have an archive of all our past festivals,
- 9. KVH displays all 20 years of posters in their lobby throughout July. They also donated money to pay for the wash stations used during the festival and posted literature on the importance of hand washing.
- 10. We donate up to 20 Festival Passes to non-profit organizations to aid in their fundraising efforts.
- 11. We commit a page of our brochure to other events happening in Ellensburg. that weekend
- 12. Many downtown businesses have served a festival venues. including:Rodeo City BBQ; Dakota Café; Fitterer's Furniture; The Moose Lodge; Grand Central; Valley Café; The Palace; Gard Vintner's Tasting Room; Kelleher's; Methodist Church; among others.
  2500 character limit

#### 5| Future Plans

Please explain what plans exist to allow this project to become self-sustaining. Include any plans for ticket sales, event sponsors, and other cost-recovery models.

Future Plans\*

- In the past, our main sources of funding have come from contributions and ticket sales. We sent solicitation letters requesting financial support in December to 475 businesses in Kittitas County and others out of the area that have contributed in the past. In March we sent out 1700 letters and brochures to our subscriber list, asking for support and offering a way to purchase tickets.
- We offered Major Festival sponsorships at the \$2000 level.
- Last year, In-kind donations from local businesses accounted for services valued over \$7438 (reported as \$5088 after subtracting the value of tickets).
- The Festivals biggest contribution comes from our board members and the approx 200 community volunteers that work to set up and put on the festival. Those hours (valued at \$24.14 by Dean Runyan Associate), made their contribution 45% of our reported income.
- For majority of past 20 years, we have been financially in the black and were able to accumulate reserves. Unfortunately in the last three years as our expenses have gone up and our attendance has diminished, we have had to dip into those reserves. As a result, become self-sustaining has been a major focus for our board. For example, in 2016, we experimented with expanding the types of music to attract a bigger audience....which worked. In 2017, we experimented with a change in ticket pricing, which assisted us in partially overcoming some additional costs such as the new City admissions tax.
- We are currently writing a long-term business plan. The goal is to focus our efforts not only on each upcoming year, but to also have a long-term lens on the next five years. We have also recruited new board members to assist in this question, including (most recently) Jay O'Connor. Jay comes to Ellensburg after a long career as high-level staff in the TV/radio/media business. We anticipate he will be a great help in formulating a plan to increase ticket sales via more effective marketing
- We plan to create a special committee whose sole focus will obtaining additional festival sponsors. Our goal is to increase festival sponsors from two (this year) to at least five. They will be reassessing what being a festival sponsor should entail.
- We are considering reducing the number of venues in the Downtown area, which would mean lower costs for musicians and their associated needs.
- We are exploring whatever arts/community grants we might qualify for.
   2500 character limit

Application Questions: Part 4



#### 6| Additional Information

Provide any additional information which will assist the Lodging Tax Advisory Committee in evaluating your project and its benefit to tourism.

Additional Information

- In our 20 yrs. of operation, our main demographic has aged along with our board. That is why a primary focus is to become more tech savvy in our approach to marketing and outreach to our past attendees.
- The Jazz Board is in major transformation. Many of the longtime members have retired. We are actively soliciting new members.
- This will be our 21st year offering the festival and every year festival board members have done informal surveys of the restaurants and motels. The feedback we have received indicates this is one of their busiest and best weekends during the year. We know we are not the only reason but certainly help.
- The festival has no paid staff other than limited ticket booth staffing during the festival, security officers, and the musicians along with the sound techs. Volunteers are our lifeblood. This festival is truly a community effort.

Supporting Documents You may upload any supporting documents such as graphs, images, diagrams, marketing materials, etc.

Exhibit A - ticket Accounting 2017.pdf

377.16KB

Exhibit B.pdf

465.23KB

You are allowed to submit up to 3 single page (US Letter) documents in JPG, PDF or TIFF format

#### 7 Previous Lodging Tax Grant Information

Previous Years

Has your event received Lodging Tax funds in previous years?

Awarded Lodging Tax O No, this event/project has not previously received Lodging Tax Funding.

Grants\*

C Yes, 1 year previous

C Yes, 2 years previous

Yes, 3 or more years previous

### How many participants and spectators attended last year's activity and/or will attend this year?

Prior Year\*

Projected\*

2,777

2,800

#### How many days did/will your event occur?

Prior Year \*

Projected \*

3

## How many paid overnight stays were and/or will be booked as a result of your project/event?

Prior Year\*

Projected \*

605

600

#### Paid Overnights' Data Support

Explain how the room nights data above from the prior year was collected and how the projection for the next year is derived. (For example, if there was a survey conducted for the prior year, explain the methodology. For the projections, what are they based upon and how is that basis justified?)

Prior Year Paid Overnight's Stay Response \*

11 motels, two campgrounds and one B&B were contacted. They reported

estimated rooms/accommodations for attendees of our Festival

Last year: ADR (Average daily rate) = \$119.59 for overnight stays (Dean Runyan

Associates)

605 x 119.59 = 72351.95

 $72351.95 \div 9000 = 8 \% \dots$  the return on in the investment is 8 to 1

If next year's projections are reached (assuming the same daily rate):

600 x 119.59 = 71754

 $71754 \div 10000 = 7.2\%$  ... the return on in the investment is over 7 to 1

2500 character limit.

Prior Year Paid Overnight Stay Data In addition to field above, you may upload the evidence to support the prior years' room/night information.

You may upload up to three single pages (US Letter), of information. If you a single multi-page document, only the first

three pages will be considered. The following formats, will be accepted: JPG, PDF or TIFF

#### Application Questions: Part 5

#### 8| Funding

Does your organization have, or have you applied for, grant funding from other sources? If not, why not? If yes, please list the funding you have for the project, including any volunteer and in-kind sources in **Question 9| Project Budget Overview**.

Funding sources and amounts which have not yet been secured will be listed separately, in the field(s) directly below.

Finally, what changes would occur if the project couldn't be funded?

Other Funding \*

Does your organization have, or have you applied for funding from other sources?

Yes

O No

#### Funding for which you have applied but not yet secured

**Funding Source** 

Amount

Arts and/or Community grants

\$ 5,000.00

Funding Shortfalls\*

What changes would occur if the project couldn't be funded?

Funding Shortfalls:

- A lack of repeat festival sponsors: Currently being worked on by new committee focused on increasing our festival sponsor numbers.
- Admissions tax: This year it is accounted for in our budget
- Tenting needs: Our previous tent provider stopped offering tents, and the only provider who had big enough tents was around \$2,000 more than the previous provider. We are working with the City and others to see if alternatives exist.
- Decrease in Festival attendance:
- We plan on exploring any grant resources our organization might qualified for. Since our festival just ended the last weekend of July and the board has not had their first official meeting of the year; therefore, this is still a work in progress.
- Reducing the number of music venues from ten to eight. This would reduce the number musicians and their associated costs.
- Increasing ticket pricing is always an option.
   2500 character limit.

Matching Funds

2047.25

Percentage

%

This field will auto fill with the correct percentage based on your input to budget section below.

#### 9| Project Budget Overview

Please complete budget for this project/proposal. If your agency operates independently of this project application it may not be necessary to submit the entire agency budget. You must submit a budget which specifically pertains to the project/event for which you are requesting funding and adheres to the basic budget format shown below.

The budget must include anticipated revenues, expenditures, and any potential profit or loss. For projects/events which are ongoing for more than one (1) year, please also submit actuals from the previous three (3) years of operations (need not be consecutive) for the project/proposal if applicable.

For any claimed in-kind contributions valued at \$500 or more and related to marketing/advertising, you must submit verifying documentation which assures the contribution will be provided. For instance, if you are claiming in-kind contributions in the form of advertising match, a binding contract itemizing the matching value and obligating each party must be provided.

**ATTENTION:** In an effort to allow an adequate level of flexibility for all applicants, not all fields in the budget portion are required to be filled before this form is submitted. **Providing all applicable data is your responsibility, failure to do so will potentially jeopardize your application's chance for review.** 

Budget Year				
Edit if necessary	2015	2016	2017	2018
Lak ii iiooooaiy				
Revenues From	m Consolidate	ed Lodging Ta	ax Grant	
	Past Actual 3	Past Actual 2	Past Actual 1	Projected
LTAC Grant Funding	\$ 10,000.00	\$ 10,000.00	\$ 9,000.00	\$ 10,000.00
All Other Reve	nues			
Account Name	Past Actual 3	Past Actual 2	Past Actual 1	Projected
Contributions	\$ 16645.00	\$ 18288.00	\$ 11352.00	\$ 15000.00
Ticket Sales	\$ 61505.00	\$ 64440.00	\$ 68986.00	\$ 69000.00
Interest Recieved	\$ 933.00	\$ 943.00	\$ 943.00	\$ 950.00
Misc. Income	\$ 21.00	\$ 79.00	\$ -45.00	\$ 50.00
Sale of Goods	\$ 11943.00	\$ 14938.00	\$ 13679.00	\$ 14000.00
Vendors	\$ 721.00	\$ 125.00	\$ 190.00	\$ 200.00
Arts/Community	\$ 0.00	\$ 0.00	\$ 0.00	\$ 5000.00
Grants				
In-Kind Contrib	utions			
Account Name	Past Actual 3	Past Actual 2	Past Actual 1	Projected
Contract Labor	\$ 135.00	\$ 135.00	\$ 75.00	\$ 75.00
Donated Service	\$ 123.00	\$ 458.75	\$ 92.00	\$ 100.00
Dumpsters	\$ 460.00	\$ 460.00	\$ 400.00	\$ 450.00
Equipment	\$ 2025.00	\$ 1345.00	\$ 1325.00	\$ 1325.00
Instrument Rent/Repair	\$ 1360.00	\$ 1140.00	\$ 1100.00	\$ 1200.00
Portapottys	\$ 1180.00	\$ 476.50	\$ 220.50	\$ 475.00
Site/Storage Rent	\$ 610.00	\$ 610.00	\$ 450.00	\$ 450.00
Rodeo Wagon, chairs	\$ 1250.00	\$ 1250.00	\$ 1200.00	\$ 1250.00
Supplies/ Misc	\$ 270.00	\$ 180.00	\$ 200.00	\$ 200.00
Web Page	\$ 150.00	\$ 145.00	\$ 0.00	\$ 0.00
Volunteer Labor	\$ 129352.00	\$ 112224.00	\$ 91949.26	\$ 95000.00

	Past Actual 3	Past Actual 2	Past Actual 1	Projected
Revenue Totals	\$ 238683.00	\$ 227237.25	\$ 201116.76	\$ 214725.00
Expenses				
account Name	Past Actual 3	Past Actual 2	Past Actual 1	Projected
ost of Goods Sold	\$ 3655.00	\$ 2898.00	\$ 3466.00	\$ 3500.00
oncessions	\$ 5346.00	\$ 5820.00	\$ 5023.00	\$ 5100.00
Education	\$ 4000.00	\$ 2800.00	\$ 1500.00	\$ 4000.00
acilities:- Repairs	\$ 1593.00	\$ 2155.00	\$ 1389.00	\$ 1250.00
- Contract Labor	\$ 2375.00	\$ 1275.00	\$ 1625.00	\$ 1625.00
Equipment Rental	\$ 7757.00	\$ 7402.00	\$ 9410.00	\$ 9500.00
n	\$ 2706.00	\$ 2495.00	\$ 2190.00	\$ 2200.00
nsurance/Licensing	Ф 4050 OO	<b>#</b> 4050.00	<b>#</b> 4050 05	<b>A</b> 4070 CC
Site/Storage Rent	\$ 1250.00	\$ 1250.00	\$ 1250.00	\$ 1250.00
Supplies	\$ 1407.00	\$ 388.00	\$ 885.00	\$ 1000.00
Fundraising	\$ 4270.00	\$ 4223.00	\$ 2357.00	\$ 2400.00
General Expenses	\$ 4270.00	\$ 4223.00	\$ 2357.00	\$ 2400.00
Music - Musicians	\$ 37778.00	\$ 43782.00	\$ 49227.00	\$ 48000.00
Lodging	\$ 7585.00	\$ 8080.00	\$ 9135.00	\$ 8000.00
Instrument Rent/repair	\$ 1600.00	\$ 1300.00	\$ 1200.00	\$ 1200.00
Sound nhancement	\$ 4800.00	\$ 4800.00	\$ 5409.00	\$ 5450.00
omotions - osters	\$ 820.00	\$ 1006.00	\$ 1017.00	\$ 1000.00
Brochures	\$ 2174.00	\$ 2348.00	\$ 1867.00	\$ 1750.00
Electronic Media	\$ 7310.00	\$ 13469.00	\$ 6140.00	\$ 6500.00
Print Advertising	\$ 11299.00	\$ 8152.00	\$ 5988.00	\$ 5500.00
Handbills/Surveys	\$ 186.00	\$ 252.00	\$ 252.00	\$ 200.00
Website Redesign	\$ 0.00	\$ 0.00	\$ 2600.00	\$ 3000.00
Misc.(signs,CC lailing, etc)	\$ 110.00	\$ 494.00	\$ 914.00	\$ 250.00
ickets/Sales	\$ 2670.00	\$ 3798.00	\$ 1874.00	\$ 1800.00
Event tax	\$ 0.00	\$ 0.00	\$ 3285.00	\$ 3450.00
olunteer ommittee	\$ 446.00	\$ 459.00	\$ 194.00	\$ 200.00
olunteer Labor	\$ 129352.00	\$ 112224.00	\$ 91949.26	\$ 95000.00
	Past Actual 3	Past Actual 2	Past Actual 1	Projected
xpense Totals	\$ 244759.00	\$ 235093.00	\$ 212503.26	\$ 215525.00

#### Profit & Loss

Past Actual 3 Past Actual 2 Past Actual 1 Projected \$ -6076.00 \$ -7855.75 \$ -11386.50 \$ -800.00

### **Application Certification**



The applicant here certifies and affirms: 1. That it does not now, nor will it during the performance of any contract arising from this application, unlawfully discriminate against any employee, applicant for employment, client, customer, or other person who might benefit from said contract, by reason of age, race, color, ethnicity, sex, religion, military status, sexual orientation, creed, place of birth, or disability; 2. That it will abide by all relevant local, state and federal laws and regulations and; 3. That it has read the information contained in the Instructions on pages 1 and 2 and understands and will comply with all provisions thereof.

Certified by: \*

Toy L. Solberg

Name \*

Joy L Solberg

Applicant's Title \*

Asst. Treasurer

#### Internal Revenue Service

Date: April 12, 2003

Laughing Horse Arts Foundation P.O. Box 214 Ellensburg, WA 98926-0214 Department of the Treasury

P. O. Box 2508 Cincinnati, OH 45201

Person to Contact:
Ronnie Clemons
Customer Service Representative
Toll Free Telephone Number:

8:00 a.m. to 6:30 p.m. EST 877-829-5500 Fax Number:

91-1211173

513-263-3756 Federal Identification Number:

Dear Sir:

This is in response to your Certificate Of Amendment, filed July 6, 1999, in the State of Washington, changing the organization's name from Ellensburg Summer Theater Foundation, to the above as listed.

Our records indicate that a determination letter issued in July 1984, granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Laughing Horse Arts Foundation 91-1211173

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. If your organization had a copy of its application for recognition of exemption on July 15, 1987, it is also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of \$20 a day for each day you do not make these documents available for public inspection (up to a maximum of \$10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely.

John E. Ricketts, Director, TE/GE Customer Account Services

Exhibit A,

### Tickets 2017

Ticket Sales with recorded zipcodes	Kittias County	Out of County	Totals	No Address
Unrestricted Contribution Tickets	288	43	331	
Presale Mailed	113	106	219	
Chamber Ticket Sales	191	54	245	9
ShowClix	136	380	516	
Recorded during the Festival	623	153	776	167
Totals	1351	736	2087	
	65%	35%	100%	1
Comp Tickets				
Band Member Tickets	66	326	392	
Jazz Camp Friday Night		87	87	
Volunteers 10+ hrs + Donated tickets	29	6	35	
Totals	95	419	514	
	18%	82%	100%	1
				<b>5</b> %
Total Tickets	1446	1155	2601	176
	56%	44%	100%	

Total tickets 2017 Festival = 2777	Total tickets 2017 Festival =	2777
------------------------------------	-------------------------------	------

Exhibit A<sub>2</sub>

# **Jazz in the Valley Festival Suvey Results**

# Of the surveys that reported resident locations:

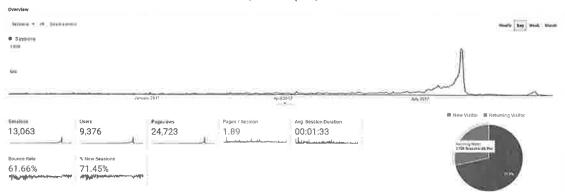
Kittitas County:	28%
Out of County	72%

61% reported staying at least one night 27% reported two or more nights

#### Google Analytics

Oct 1, 2016— Sept 28, 2017

Exhibit B



		Sessions 4	% New Sessions	New Users ?	Bounce Rate ?	Pages / Session ?	Avg. Sension Duration
		11,736 Suffered 88,92% \$13,0525	<b>70.04%</b> Avg far View: 71 44% (-1 97%)	8,220 % of Total: 68 15% (9,325)	60.76% Avg for View: 61.65% (-1.43%)	1.94 Avg for View: 1 89 (2.33%)	00:01:37 Any See View, 00:01:35 (4.70%)
1.	Seattle	2,824 (24.06%)	67.32%	1,901 (23.13%)	65.51%	1,70	00:01:24
2.	Ellensburg	2,458 (20 94%)	57.69%	1,418 (17,25%)	50,61%	2,31	00:02:19
3.	Yakima	489 (4.17%)	65 64%	321 (391%)	55.62%	2 23	00:02:18
4.	Portland	<b>255</b> (2.17%)	79.22%	202 (2 46%)	68.63%	1,59	00:00:55
5.	Tacoma	231 (1.97%)	69.70%	<b>161</b> (1.96%)	68.83%	1,59	00:01:34
6.	(not set)	207 (1.76%)	87.44%	181 (2.20%)	81.64%	1_42	00:00:15
7.	New York	187 (1.59%)	91.44%	171 (2.08%)	72 73%	1_61	00:00:30
8.	Spokane	154 (1.31%)	73.38%	113 (1,37%)	57.14%	2 55	00:01:52
9.	Bellevue	125 (1.07%)	76,00%	95 (1 16%)	54.40%	1.97	00:01:33
10.	Everett	115 (0.98%)	63 48%	73 (0.89%)	61.74%	2.41	00:02:24
17.	Wenatchee	110 (0.94%)	64 55%	71 (0.86%)	53.64%	2 37	00:03:10
12.	The Dalles	98 (0.84%)	66 33%	65 (0.79%)	43 88%	2.01	00:02:00
13,	South Hill	94 (0.80%)	27 66%	26 (0 32%)	61,70%	1.83	00:01:44
14.	Los Angeles	93 (0.79%)	90.32%	84 (1 02%)	72.04%	1 57	00:00:26
15	Kirkland	92 (0.78%)	63.04%	58 (0.71%)	68 48%	1.78	00:01:29
16.	Kennewick	90 (0,77%)	74 44%	67 (0 82%)	61,11%	1_76	00:01:13
17.	Olympia	90 (0.77%)	73 33%	66 (0.80%)	57.78%	2 12	00:02:41
18	Federal Way	<b>88</b> (0,75%)	64 77%	57 (0.69%)	55 68%	2 02	00:02:11
19	San Jose	86 (0.73%)	96 51%	83 (1.01%)	94.19%	1.16	00:00:14
20.	Richland	85 (0,72%)	76.47%	65 (0.79%)	51.76%	2.36	00:02:41

Top 20 Cities

### Exhibit "B"

### Guidelines and Requirements for Advertising Expenditures of Lodging Tax

#### Section 1. Branding

Contractors who have been approved to utilize grant awards for advertising expenditures must incorporate Kittitas County and the appropriate City of Cle Elum, Ellensburg, or Roslyn tourism information as follows:

- A. Websites and Social Media Sites must include the County's and appropriate City's tourism website logo with an operational link to the site(s). The logo must be displayed on the contractor's home page; it must be sized no smaller than ½ inch in height, and must be surrounded by appropriate white space to allow easy recognition and legibility. Contractors shall not change the logo(s) in color or appearance.
- B. Print Advertising and Online Display Advertising of all types (including but not limited to newspaper, periodicals, flyers, posters, billboards, direct mail, e-newsletters, third-party websites, streaming displays, etc.) must include the County's and appropriate City's tourism website logo. The logo must be sized no smaller than ½ inch in height, and must be surrounded by appropriate white space to allow easy recognition and legibility. Contractors shall not change the logo(s) in color or appearance.
- C. Video Advertising of all types (including but not limited to television, online, electronic kiosks, motion billboards, etc.) must include the County's and appropriate City's tourism website logo. The logo must be sized no smaller than ½ inch in height, and must be surrounded by appropriate white space to allow easy recognition and legibility. Contractors shall not change the logo(s) in color or appearance.

All logos and website information may be obtained by contacting the Director of Tourism, Kittitas County Chamber of Commerce.

#### **Section 2. Advertising Reimbursements**

Contractors seeking reimbursement from Lodging Tax Funds for advertising expenditures must adhere to the following guidelines and requirements for each type of advertising media utilized.

#### A. Print Advertising:

- Print advertising placed with any media provider which operates exclusively outside of
  Kittitas County may be reimbursed at 100% of the cost, including any production costs. To
  operate exclusively outside of Kittitas County, the provider must not be physically located in
  the County and/or not distribute any media within the County.
- 2. Print advertising placed with any media provider which operates inside Kittitas County may be reimbursed as follows:
  - a. For date-specific events, advertising the day of the event and up to 10 days prior to the event may be reimbursed at 100% of the cost, including any production costs.

b. For seasonal or year-round events, or for date-specific events outside of the time-frame in Section 2 A, (2)(a) above, advertising reimbursement requests must include a statement from the media provider specifying the percentage distribution to areas outside of Kittitas County. Reimbursements will be allowed for the amount distributed outside of Kittitas County, including any production costs.

#### B. Television Advertising:

- 1. Television advertising placed with any media provider outside the Yakima/Kittitas DMA will be reimbursed at 100% of the cost, including any production cost.
- 2. Television advertising placed with any media provider inside the Yakima /Kittitas DMA will be reimbursed as follows:
  - a. For date-specific events, advertising the day of the event and up to 7 days prior to the event may be reimbursed at 100% of the cost, including any production costs.
  - b. For seasonal or year-round events, or for date-specific events outside of the time-frame in Section 2 B, 2(a) above, advertising may be reimbursed at the rate of 70% of the total cost, including any production costs.

#### C. Online Advertising:

- 1. Online advertising and promotion may be reimbursed at 100% of the cost, including any production cost.
- 2. Streamed media (radio, television, other) requests for reimbursement must include a statement from the media provider specifying the percentage of recipients which are outside of Kittitas County. Reimbursements will be allowed for the percentage distributed outside of Kittitas County, including any production costs.

#### D. Direct Mail:

Direct mail advertising may be reimbursed at 100% of the cost, including any production
cost, for each item mailed or shipped to a destination outside of Kittitas County. In order to
receive reimbursement, a list of the addresses and a signed statement from the contractor
that the list is accurate, or other proof of delivery, must be provided along with other
required documentation.

#### E. Flyers/Posters:

1. Flyers or posters which are placed outside of Kittitas County may be reimbursed at 100% of the cost, including any production cost. In order to receive reimbursement, a list of the locations where flyers or posters were posted outside of Kittitas County, a signed statement from the contractor that the list is accurate and a copy of the poster/flyer must be provided along with other required documentation.

#### F. Radio Advertising:

1. Radio advertising placed with any media provider located outside of Kittitas County may be reimbursed at 100% of the cost, including any production cost.

- 2. Radio advertising placed with any media provider located inside of Kittitas County may be reimbursed as follows:
  - a. For date-specific events, advertising the day of the event and up to 7 days prior to the event may be reimbursed at 100% of the cost, including any production cost.
  - b. For seasonal or year-round events, or for date-specific events outside of the time-frame in Section 2 F, 2(a) above, advertising may be reimbursed at the rate of 30% of the total cost, including any production costs.