

**2018 LODGING TAX SERVICES AGREEMENT
BETWEEN KITTITAS COUNTY AND SPIRIT OF THE WEST COWBOY GATHERING**

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 SPIRIT OF THE WEST COWBOY GATHERING ("Contractor") for 2018 Spirit of the West Cowboy Gathering.

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 seven thousand, six hundred dollars (\$7,600.00).
- 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 seven thousand, six hundred dollars (\$7,600.00).
- 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 5th 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:
 - Entertainer expenses
 - Facility Rental
 - Marketing and Advertising
 - Development of Collateral Materials
 - Website updates
 - Administration
- 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.
- i. ** 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>

**new

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 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. 5th 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.
- 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.

KITTITAS COUNTY

BOARD OF COUNTY COMMISSIONERS

Chair

Vice Chair

Commissioner

ATTEST: _____
_____, Clerk of the Board

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

CONTRACTOR

[Print Name]

[Address]

[Telephone]

CLTAC: Application for Lodging Tax Grant Funding

Grant Application Workshop - 2017 *

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

- ☒ Yes
☐ No

Submittal Instructions & General Information *

☒ Yes,
I have read and understand Submittal Instructions and General Information for the 2017 Lodging Tax Grant Funding 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 at the bottom 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 will need to provide an email address and a password. 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 bookmark. The link will also be sent to you in an email.

Organization Information



Name of Organization * SPIRIT OF THE WEST COWBOY GATHERING

Organization Address * Street Address

P.O. Box 553

Address Line 2

City

Ellensburg

Postal / Zip Code

98926

State / Province / Region

Washington

Country

USA

Website EllensburgCowboyGathering.com

Federal Tax ID # * 26-3426669

UBI # * 602-464-080

Organization is a: *

- ☐ Government Entity
☒ 501(c)3
☐ 501(c)4
☐ 501(c)6
☐ 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 Organization Status * SOTW 501c-3.pdf

48.67KB

Acceptable file formats include: JPG, PDF or TIFF.

Contact Information



First Name * Amy

Last Name * McGuffin

Phone Number* 509-925-2002

Email* amy@kittitascountychamber.com

Project or Event Information

Project/Event Name* 2018 Spirit of the West Cowboy Gathering

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
2/16/2018	2/18/2018

Project/Event Location* Various Downtown Ellensburg businesses, Kittitas Valley Event Center, Cavalry Baptist at Liberty Theatre

New or Ongoing Project/Event?*

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

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

Amount of Funding Requested* \$ 7600.00

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

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)

☐ High Season (June - September)

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 *

The Spirit of the West Cowboy Gathering is a Celebration of America's Western Heritage and features some of the nation's best in Western poetry, music, cowboy cuisine, and art, as well as the latest in quality western gear, clothing and decor. The Spirit of the West Cowboy Gathering runs every President's Day weekend and provides a setting during the off season where locals, tourists and old west aficionados from across the country can come enjoy the culture of the American west and relive the magic of the cowboy life while listening to stories and ballads of the west.

This year's Spirit of the West will include numerous events designed with the goal of increasing attendance and tourism to Kittitas County. These events include various free concerts, family friendly events and ticketed concerts with well-known headline entertainment. Free entertainment will be offered for 5 hours on Friday and Saturday in the old downtown Ellensburg business district and has been increased to eight different business locations around town, each location offering 5 different performers. Other free events include a Cowboy Church Concert, all day Fiddlers Contest, Educational Workshops, Presentations, Exhibits and Demonstrations, Open Mic sessions and our Western Gear and Art Show. We are offering a children's activities event to bring more families into the festival. Sunday will be hosting concert both the kids activity event and Sunday afternoon concert are designed to keep festival-goers in the Kittitas area longer, staying over at hotel/motels an extra night or two, resulting in local spending at shops and restaurants. Our Key demographic target is cowboy poetry, music and art fans who along with their families and friends represent a diverse, up-scale audience with a large discretionary spending capability. Our goal is to draw in a new and varied age group that includes those who have never experienced cowboy poetry and western music. Lodging Tax funds obtained will be used toward increased marketing and advertising of the Spirit of the West festival event. Our integrated marketing campaign will target Washington state residents, but also residents of Idaho, Oregon and Utah. This will be accomplished by the use of social media inclusive of our website and Facebook, print media such as mailers, brochures, magazine and newspaper ads, plus radio and TV ads.

2500 character limit

List of Intended Use of Funds *

Entertainer expenses

Facility Rental

Marketing and Advertising

Development of Collateral Materials

Website updates - Creation of pages, content, ect

Administration

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;

This year the Spirit of the West is offering a weekend pass which allows festival-goers to attend all concerts and the dance at an early bird special rate. Being on Presidents weekend, we hope to entice not just festival-goers but also families that would like to come out and experience Cowboy Traditions and live music. Out of area visitors will be more justified and likely to spend one to four nights at a local hotel/motel and therefore purchase more fuel, meals and merchandise in Kittitas County and the surrounding area along with enjoying other opportunities provided in the area.

By also providing free performances around town we can also keep visitors downtown Ellensburg and contribute to local spending. This feature provides local businesses the opportunity to become a venue and contribute to the festivals success. Visitors can experience a unique festival experience and continue to return year after year.

2500 character limit

Response 2.1:
Evidence *

Hotel information was received from Hampton Inn with 2 room night stays and Quality Inn with 16 room night stays for a total of 18 confirmed room night stays. The Kittitas Valley Event Center confirmed 15 overnight camping stays. Due to our limited information regarding room night stays from hotels/motels in the area during the weekend of the Spirit of the West, our true total number of overnight stays is unavailable and limited to only 33 confirmed. From the zip code information we obtained from our ticket sales we estimate that about 27.5% of the attendees were from within Kittitas County, 72.5% were from out of country with 57% of that total attending from more than 50 miles away.

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;

President's day provides the opportunity for the annual Spirit of the West event to be hosted on a three day weekend, in downtown Ellensburg. The event will take place during the offseason time of the year and with no other event of this kind, during this time of the year, in the area.

Spirit of the West will have numerous events designed with the goal of increasing attendance and tourism to Kittitas County such as various free concerts, family friendly events and ticketed concerts with well-known headline entertainment. On Friday and Saturday, in the old downtown Ellensburg business district, free entertainment will be offered for 5 hours. Visitors can enjoy the entertainment at an inexpensive price in exchange for a night or two in Kittitas County.

2500 character limit

Response 2.2:
Evidence *

Through Concert ticket sales we can confirm that there were at least 581 attendees at the Spirit of the West in 2017 over the 3 days. That number does not include all those attendees (participants and spectators) who did not purchase a concert ticket but rather only attended the many free events that took place over the 3 day festival. We estimate at least another 1500 people attended the festival's cowboy gospel concert, fiddler's contest, 5 free downtown concerts over two days, cowboy church concert, gear/art show, open mic event, educational workshops and children's events. Ticket sales also does not include all the entertainers and their families, fiddle contest contestants and their families, and many volunteer who spent several days in the area.

2500 character limit

Response 2.3:
Projection *

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

A marketing campaign partnership via Kittitas County Chamber of Commerce and Genesis Marketing will be geared at reaching customers in Washington, Oregon, Idaho, and Utah. Through the marketing campaign we hope to reach national audiences with True West Magazine.

Spirit of the West is a unique event that also provides opportunities for vendors to come from all over the region. Idaho, Oregon, and Montana are some of the states that have been reached out to and invited several vendors. Vendors will be at the festival for the three days and some bring their families out as well.

Marketing efforts via social media will also be focused on attracting visitors from outside the state. With Spirit of the West taking place during the offseason many spectators from the North West view it as an opportunity to get out and visit Ellensburg.

2500 character limit

Response 2.3:
Evidence *

Hotel information was received from Hampton Inn with 2 room night stays and Quality Inn with 16 room night stays for a total of 18 confirmed room night stays. The Kittitas Valley Event Center confirmed 15 overnight camping stays. Due to our limited information regarding room night stays from hotels/motels in the area during the weekend of the Spirit of the West, our true total number of overnight stays is unavailable and limited to only 33 confirmed. From the zip code information we obtained from our ticket sales we estimate that about 27.5% of the attendees were from within Kittitas County, 72.5% were from out of county with 57% of that total attending from more than 50 miles away. After review we are needing to do a better job getting you more detailed information for the out of country information.

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? Please be specific and provide examples.

The Spirit of the West Cowboy Gathering is an annual, date specific event that takes place every Presidents Day weekend. Being a festival that takes place during the off season of tourism and over a three day weekend, we offer tourists something a little different that takes place indoors no matter what the weather and can be either an all-inclusive weekend or a single day side trip/activity after skiing, snowmobiling or any other winter activity. For people from the west side of the mountains, it is a great way to get away from the rainy winter weather to enjoy a weekend of fun.

The tools we use to measure the impact of the Spirit of the West Cowboy Gathering on tourism include:

Gathering zip code information from concert ticket sales and merchandise sales.

Providing an online survey via SurveyMonkey that will help us gather data regarding where the attendee was visiting from (zip code), where they stayed (hotel/motel or other) and how long they stayed in the area.

Partnering with local hotels/motels one week before the event to try to get more specific numbers of room nights booked by Spirit of the West attendees for that specific weekend.

Google Analytics to get an overview of visitors both old and new to Spirit of the West website.

Facebook campaigns and ads.

In 2017 we presented a survey to local downtown businesses to get feedback regarding the impact on sales and customer visits. We will be distributing surveys to local downtown businesses after the 2018 event to see if changes have made any difference in increasing attendance in the downtown area and what changes are still needed.

2500 character limit

Response 3 A:
Measuring Results *

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

☐ Year Round

☐ 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?

A marketing campaign partnership will be handled through the Kittitas County Chamber of Commerce and Genesis Marketing. This marketing and advertising campaign will be geared towards reaching customers in Washington, Oregon, Idaho, and Utah. But also reaches nationally with True West Magazine.

Radio ads will help bring in older crowds from across the state while social media will help engage the younger crowds. Families will be able to enjoy a weekend full of Cowboy traditions and events. Free events around town and at different venues will spark interest in additional spectators and will also allow families to enjoy a weekend in downtown Ellensburg at an affordable price.

The Kittitas County Chamber of Commerce also sends Spirit of the West info cards and brochures to visitors requesting information about Ellensburg and are interested in coming to the area. This also contributes to the increase interest in the Spirit of the West event.

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?

The following strategies are used by Spirit of the West to assist in marketing all of Kittitas County as a Tourist Destination:

The Spirit of the West Website offers The CentralWashington.com "Live Life in Color" branding logo on our main page with a clickable link and the MyEllensburg.com branding logo with a clickable link also, all located on the contact page. The website also includes a page listing all lodging and food available in the Kittitas County area with links to those businesses.

Both the CentralWashington.com Live Life in Color and MyEllensburg.com branding logos are on informational posters and mailers for Spirit of the West and newspaper ads.

Spirit of the West event is listed on the Ellensburg Downtown Association website and MyEllensburg.com website.

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 *

The Spirit of the West has partnered with the following organizations, businesses and individuals to encourage and increase tourism through cross promotion via social media, local advertising, print media, website links and reverse links. Downtown Ellensburg businesses have been quick to partner with Spirit of the West as they have found that during the Spirit of the West they have shown increased revenues and sales as was demonstrated through past surveys. The Spirit of the West has joined the Western Music Association and was presented in their Summer 2017 Western Way Magazine with a full page article. Western Magazine is a leading publication in the nation for Western Music fans and performers. Spirit of the West has also partnered with The Rodeo Royalty Roundup in assisting with selection of the Miss Spirit of the West.

Bares and Broncs
Blue Rock Saloon
Calvary Baptist Church at Liberty Theatre
Central Washington Univ.
City of Ellensburg Arts Commission
Cle Elum Roundup
Clymer Museum
Cowboy Traditions Ranch Roping
Daily Record
Downtown Ellensburg businesses
Ellensburg Downtown Association
Ellensburg Rodeo
Entertainer's websites
Fitterer's Fine Furniture
Gard Vintner
Idaho Cowboy Poets Association
Kittitas County Cattlewomen's Association
Kittitas County Chamber of Commerce
Kittitas Valley Event Center
Kittitas County Historical Museum
MyEllensburg.com
Rodeo City BBQ
Royalty Roundup
The Porch Steakhouse
Vendor's websites
Western Music Association
Washington Old Time Fiddlers Association
Western Art Association
Mailers and information booths at other events
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*

As a non-profit we are always searching out local event sponsors. This can be difficult in a small community that is tapped out with sponsorship requests and sponsors outside the area tend to want to sponsor only events within their own community. Therefore the 2018 Sponsorship packet has been updated to not only continue to include our higher priced all-inclusive sponsorships but we have now added smaller priced sponsorships that will allow a larger number of businesses to sponsor the event at a more affordable fee. Our comprehensive sponsorship program continue to offer businesses and individuals the opportunity to choose among different sponsorship packages so that they can find one that will best suit their needs. We also offer the opportunity for businesses to promote themselves on our event program with different page size business ads. We will be offering businesses a rack card partnership. These are rack cards that will be distributed year-round where a business can include a special coupon discount. We continue to listen to our event attendees survey results and improve on entertainment choices, ticket prices and concert venues with the goal of increasing ticket sales. In order to cut costs and not have to eliminate fee events, we will not be holding a concert in the more larger, more expensive Central Washington University Concert Hall. Our goal is to not only save money on venue costs, but to sell out at a slightly smaller concert venue and therefore not have to raise ticket prices. We have also increased our local partnerships in order to obtain decreased fees for venue locations. With the lowering of vendor fees from last year and reaching out to past and new vendors who are able to participate.

Listening to vendor feedback, we will not be using pipe and drape which is an added expense. The Spirit of the West Showcase event that will offer new performers an opportunity to present their music and poetry for a chance to participate as a performer at the 2019 Spirit of the West Cowboy Gathering. The final performers will present their poetry and music at a ticketed event where attendees will have the opportunity to vote on the performers. This event is planned to occur twice during the year.

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 see attached.
2500 character limit

Supporting Documents You may upload any supporting documents such as graphs, images, diagrams, marketing materials, etc.
NKCTribune_SOW(2).pdf 1.74MB
Homepage dropdown.jpg 4.69MB
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 Grants* ☐ No, this event/project has not previously received Lodging Tax Funding.
☐ Yes, 1 year previous
☐ 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 *
2,494	2,618

How many days did/will your event occur?

Prior Year *	Projected *
4	4

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

Prior Year *	Projected *
177	185

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 *

Through ticket sales for 3 concerts, and the dance, we know that there were at least 581 attendees at the 2017 Spirit of the West. That number does not include all those attendees (participants and spectators) who did not purchase a concert ticket but rather only attended the many free events that took place over the 3 day festival. With six free downtown concert venues that had 5 different entertainers for five hours over two days, along with the free cowboy gospel concert, free fiddler's contest, free cowboy church concert, free gear/art show, free open mic event, free educational workshops, and free children's events we estimate at least another 1500 people attended those free events. Ticket sales also does not include all the entertainers and their families, fiddle contest contestants and their families, and many out of country volunteers who spent several days in the area.

Hotel information was received from Hampton Inn with 2 room night stays and Quality Inn with 16 room night stays for a total of 18 confirmed room night stays. The Kittitas Valley Event Center confirmed 15 overnight camping stays. Due to our limited information regarding room night stays from hotels/motels in the area during the weekend of the Spirit of the West, our true total number of overnight stays is unavailable and limited to only 33 confirmed. From the zip code information we obtained from our ticket sales we estimate that about 27.5% of the attendees were from within Kittitas County, 72.5% were from out of country with 57% of that total attending from more than 50 miles away. If we take those ticketed attendees from greater than 50 miles away which is 57% of 581 with 2 people per room we get about 165 overnight stays for 2017. This would include the 15 confirmed overnight camping stays.
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

☐ No

Funding for which you have applied but not yet secured

Funding Source	Amount
Ellensburg Arts Commission	\$ 1,500.00
Law and justice council	\$ 2,500.00
FredMeyer	\$ 1,000.00

Funding Shortfalls *

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

The Spirit of the west marketing and advertising plan, along with a growing interest in all things "old west" has added to its continued success. We have learned from our customer surveys that increasing ticket prices, downsizing events and programs and charging for what are now free events, all have a negative impact on this festival and its attendance. We also continued to hear from vendors that booth fees need to stay at a reasonable and affordable price for them to continue to be able to travel and set up for this event. If the Spirit of the West budget was unable to fund the continued expansion of our marketing and advertising plan through our budgeted amount, it would be necessary to reevaluate our free programs and concerts that we offer and either downsize the festival or completely eliminate those free events that are available to the public.

There are many pieces to the Spirit of the West budget which includes not only all the entertainment offered, but also the free children's events, the workshops, demonstrations, presentations and exhibits, the fiddle contest, and our Stampede program which includes school assemblies and our ambassador, Miss Spirit of the West. With increasing fees and charges we are attempting to save money by leaving the CWU concert hall as a venue, but have added an extra day to the festival with our western fashion show on Thursday evening which we would hope to receive 100% of that expense from the Lodging Tax. Our goal is to meet our annual budget by keeping costs down yet still retain customer satisfaction, keep attendees returning to the event each year and have those attendees sharing the event with others via word of mouth and social media. The spirit of the West remains a work in progress to find the right combination of venues, ticketed and free events, entertainers and ticketing pricing that will please our customers and keep them coming all with in budget.

2500 character limit.

Matching Funds 1227.54

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.**

Verification of In-kind Contributions

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.

Budget Year				
Edit if necessary	2015	2016	2017	2018
Revenues From Consolidated Lodging Tax Grant				
	Past Actual 3	Past Actual 2	Past Actual 1	Projected
LTAC Grant Funding	\$ 6,855.00	\$ 6,000.00	\$ 6,100.00	\$ 7,600.00
All Other Revenues				
Account Name	Past Actual 3	Past Actual 2	Past Actual 1	Projected
Donations/Sponsors	\$ 11650.00	\$ 10750.00	\$ 10500.00	\$ 10815.00
hips				
Sales	\$ 30133.00	\$ 19483.49	\$ 37375.00	\$ 28000.00
Vendor Fees	\$ 4525.00	\$ 5949.00	\$ 5956.00	\$ 7300.00
Grants	\$ 7200.00	\$ 7000.00	\$ 7800.00	\$ 7000.00
In-Kind Contributions				
Account Name	Past Actual 3	Past Actual 2	Past Actual 1	Projected
Volunteer Labor	\$ 40347.20	\$ 76285.60	\$ 72437.92	\$ 28678.00
Donated Services & Materials	\$ 11514.00	\$ 10000.00	\$ 11747.00	\$ 11500.00
	Past Actual 3	Past Actual 2	Past Actual 1	Projected
Revenue Totals	\$ 112224.20	\$ 135468.09	\$ 151915.92	\$ 100893.00
Expenses				
Account Name	Past Actual 3	Past Actual 2	Past Actual 1	Projected
Venue	\$ 3292.00	\$ 6837.08	\$ 6850.00	\$ 6900.00
Insurance	\$ 1790.00	\$ 1970.68	\$ 1970.68	\$ 1970.68
Services	\$ 6650.60	\$ 16641.97	\$ 5110.00	\$ 5500.00
Advertising	\$ 7021.33	\$ 13259.04	\$ 21674.00	\$ 22300.00
Security	\$ 0.00	\$ 400.00	\$ 1200.00	\$ 1200.00

Account Name	Past Actual 3	Past Actual 2	Past Actual 1	Projected
Entertainment	\$ 18500.00	\$ 21250.00	\$ 29000.00	\$ 29000.00
School Program	\$ 0.00	\$ 0.00	\$ 10565.00	\$ 10000.00
	Past Actual 3	Past Actual 2	Past Actual 1	Projected
Expense Totals	\$ 37253.93	\$ 60358.77	\$ 76369.68	\$ 76870.68
Profit & Loss				
	Past Actual 3	Past Actual 2	Past Actual 1	Projected
	\$ 74970.27	\$ 75109.32	\$ 75546.24	\$ 24022.32

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: *

Name *

Amy McGuffin

Applicant's Title *

President

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

MAR 19 2009

SPIRIT OF THE WEST COWBOY GATHERING
416 N PEARL ST
ELLENBURG, WA 98926

Employer Identification Number:

26-3426669

DIN:

17053029377039

Contact Person:

KEVINIA LUK

ID# 31522

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

February 28

Public Charity Status:

170(b)(1)(A)(vi)

Form 990 Required:

Yes

Effective Date of Exemption:

January 18, 2005

Contribution Deductibility:

Yes

Addendum Applies:

No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/C3)

SPIRIT OF THE WEST COWBOY GATHERING

FEBRUARY 17-19

ONE WEEKEND ONLY!
LIVE PERFORMERS • WORKSHOPS
• GEAR & ART SHOW •
& MUCH MORE!

SPIRIT OF THE WEST
COWBOY GATHERING
FEBRUARY 17-19
DOWNTOWN ELLENSBURG

LIVE PERFORMERS INCLUDE:
WADDIE MITCHELL • JUNI FISHER • HORSE
CRAZY COWGIRL BAND • COWBOY CELTIC •
& MANY MORE!

TICKETS AT:

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AND

ELLENSBURG VISITOR'S CENTER
609 N MAIN ST • ELLENSBURG



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with the Elensburg Spirit

myELLENSBURG.COM

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COWBOY GATHERING

FEBRUARY 17-19

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CENTRALWASHINGTONCOLOR.COM

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:

1. 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:

1. 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.