

**2018 LODGING TAX SERVICES AGREEMENT
BETWEEN KITTITAS COUNTY AND ELLENSBURG FILM FESTIVAL**

This Contract, effective January 1, 2018 is made and entered into by and between KITTITAS COUNTY ("County"), acting as agent for and on behalf of the City of Ellensburg, a Washington municipal corporation ("City"), a subdivision of the State of Washington, and Ellensburg Film Festival ("Contractor") for the Ellensburg Film Festival.

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 three thousand, two hundred dollars (\$3,200.00). (City of Ellensburg lodging tax funding)
- 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 three thousand, two hundred dollars (\$3,200.00). (City of Ellensburg lodging tax funding)
- 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: Judy Pless

205 West 5th Ave – Suite 105
Ellensburg, WA 98926

Judy.pless@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:
 - Advertising in print media
 - Underwriting NPR shows
 - Online advertising
- 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 at the conclusion of the event.
- 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>

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 and City. Any such delegation or subcontracting without the County's or City's prior written consent shall be voidable at the County's or City's option.
- b. Contractor shall at all times be an independent contractor and not an agent or representative of the County or City 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 or City. In no event shall Contractor be authorized to enter into any Agreement or undertaking for or on behalf of the County or City. It is understood that the Contractor and the Contractor's staff and employees are not employees of the County or City and are not, therefore, entitled to any benefits provided employees of the County or City.
- 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, mental disability or any other protected status recognized under local, state or federal law.
- e. The Services shall at all times be subject to inspection by and approval of the County or City, but the County's or City'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 or City's knowledge of defective or non-complying performance, or the substantiality or ease of discovering the same. Contractor shall provide the County or City 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 City, or their 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 or City makes final payment of compensation due hereunder, Contractor shall provide the County or City access to (and the County or City 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 or City assumes no liability for the Contractor's actions under this Agreement. Contractor releases and shall defend, indemnify, and hold harmless the County and the City, their 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 or City 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 or City 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 or City 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 or City specifically shall not be liable to Contractor for the County's or City's release under public records laws of any documents not otherwise exempt from disclosure 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 or City, their 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 and City as Additional Insureds 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 or self-insurance maintained by the County or City. 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. The City is not a party to this Agreement but is an intended third-party beneficiary of this Agreement and to the extent set forth herein certain of its provisions are for the benefit of the City and are enforceable by City in its own name and capacity as a Washington municipal corporation.
- b. 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.
- c. 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.
- d. 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. 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.
- e. 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.
- f. 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.

- g. 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.
- h. 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.
- i. 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

CONTRACTOR

Chair

[Print Name]

Vice Chair

Commissioner

[Address]

[Telephone]

ATTEST: _____
_____, Clerk of the Board

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

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 * Ellensburg Film Festival

Organization Address * Street Address

408 Pearl Street (Gallery One Building)

Address Line 2

PO Box 1071

City

Ellensburg

Postal / Zip Code

98926

State / Province / Region

WA

Country

USA

Website

www.ellensburgfilmfestival.com

Federal Tax ID # *

91-1211173

UBI # *

600-634-787

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

EFFTaxExemptLetter.pdf

246.37KB

Organization Status *

Acceptable file formats include: JPG, PDF or TIFF.

Contact Information

First Name *

Ginny Ann

Last Name * Blackson

Phone Number * 859-200-6014

Email * ginnyannblackson@gmail.com

Project or Event Information

Project/Event Name * Ellensburg Film Festival

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

10/5/2018 10/7/2018

Project/Event Location * McConnell Theatre, CWU campus

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 * \$ 3200.00
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 Ellensburg Film Festival (EFF) is a three-day arts event that brings film lovers from across the region to Ellensburg. The Festival offers a variety of films—features, documentaries, shorts—at various times throughout the weekend. Always on the first full weekend of October, the Festival screens films in three locations on Central Washington University's campus.

The specific tourism market we target includes film lovers from across the region. We also invite film talent from to the Festival and they come from all over the country and, from time to time, from out of the country.

We are requesting lodging tax funding for promotional activities in markets outside Kittitas County. The funds requested will be used to purchase paid advertising in publications, websites and radio reaching people throughout the Pacific Northwest.
2500 character limit

List of Intended Use of Funds *

Advertising in print media, \$2,000

Underwriting NPR shows, \$1,000

Online advertising, \$200

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;

The Ellensburg Film Festival offers a wide variety of films that would most likely not be shown anywhere in the region. Independent films from all around the world are a part of the Festival, along with other feature films we solicit with the ongoing goal of bringing films to Central Washington that otherwise would never be shown in this area.

We will advertise these films in magazines and newspapers aimed at audiences who enjoy the arts and films. EFF volunteers make visits to chambers of commerce outside Kittitas County and take posters and programs to attract people from other areas of Washington. We also underwrite NPR shows to attract out-of-town visitors to Kittitas County.

We anticipate expanding our out-of-country advertising will attract more people who are not from Kittitas County to Ellensburg for overnight stays during the Festival.

2500 character limit

Response 2.1: Evidence *

The evidence we use to determine our projections includes information on people who attended past Festivals. In past years, we have verbally surveyed people as they entered a venue for a screening. We asked for their zip codes to determine how far they traveled to attend the Festival. We also contacted all hotels prior to the Festival and left Festival materials for guests. After the Festival, we would survey the hotels to see how many guests indicated they were here for the Festival and how many nights those guests stayed. We will continue working the hotels and, in 2017, will add a printed survey for attendees to complete and provide information about where they are from and if they stayed in a local hotel.

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;

The advertising and visits to chambers mentioned above are aimed at people 50 or more miles from Kittitas County. Traditionally, we've attracted film lovers from all over Washington state, northern Oregon and, occasionally, from as far away as Kentucky or Texas.

2500 character limit

Response 2.2: Evidence *

The evidence we use to determine our projections includes information on people who attended past Festivals. In past years, we have verbally surveyed people as they entered a venue for a screening. We asked for their zip codes to determine how far they traveled to attend the Festival. We also contacted all hotels prior to the Festival and left Festival materials for guests. After the Festival, we would survey the hotels to see how many guests indicated they were here for the Festival and how many nights those guests stayed. We will continue working the hotels and, in 2017, will add a printed survey for attendees to complete and provide information about where they are from and if they stayed in a local hotel.

2500 character limit

Response 2.3: Projection * 3. or from another country or state outside of their place of residence or business.
Most activities are aimed at people in Washington state and outside of Kittitas County. We traditionally have a few attendees who come from other states or Canada. We have had and will again in 2017, film talent from other countries, including Israel and the Philippines.
2500 character limit

Response 2.3: Evidence * The evidence we use to determine our projections includes information on people who attended past Festivals. In past years, we have verbally surveyed people as they entered a venue for a screening. We asked for their zip codes to determine how far they traveled to attend the Festival. We also contacted all hotels prior to the Festival and left Festival materials for guests. After the Festival, we would survey the hotels to see how many guests indicated they were here for the Festival and how many nights those guests stayed. We will continue working the hotels and, in 2017, will add a printed survey for attendees to complete and provide information about where they are from and if they stayed in a local hotel.
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 Ellensburg Film Festival is a date-specific event happening during the first full weekend of October each year. The 2017 Festival will be the 13th and we are requesting funds to help market the 14th Festival in 2018 to audiences outside of Kittitas County.

The tools we use to determine impact on tourism are verbal and printed surveys, online ticket sales information and passes we distribute outside of Kittitas County.
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?
Our strategy to do this is paid advertising in publications, radio stations and online sources aimed specifically at people who patronize the arts, particularly those with an interest in films.
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?
We have "goody bags" for film talent and attendees who purchase Festival passes that include information about Kittitas County. We get information from the Kittitas County Chamber of Commerce about other things to see and do in the county. We include maps and menus or coupons from area restaurants.
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 Ellensburg Film Festival has many partners that are integral to the success of the Festival. In 2016, a new partnership with Central Washington University took the Festival to a new venue, the McConnell Theatre complex. We now have state-of-the-art equipment and a venue where we can have three screenings happening within close proximity of one another. We use the McConnell theatre, which seats 750, the Tower Theater, which seats around 120 and, for 2017, will use a screening space in Lind Hall, which seats around 100. We are continuing to offer a free family friendly screening at the Ellensburg Public Library Hal Holmes Center on Saturday afternoon.

Other partnerships include our business sponsors, Central's film department and individuals who support specific films. During the past few months, we partnered with Ellensburg Community Radio and the Clymer Museum to offer free films on Friday nights as a way to maintain interest in films throughout the year. The Daily Record is another strong partnership as they design our program and flyer. The flyer is included in all newspapers during the week of the Festival.

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 *

Tickets sales, grants and small events throughout the year generate revenue for EFF, along with Festival and film sponsors. The Festival is financially sound and revenue generated over and above ticket sales, such as the lodging tax funds, we to market to wider audiences with the goal of growing the Festival in terms of the number of attendees, particularly people from outside of Kittitas County.

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

EFF is a volunteer-staffed organization, operating under the 501(c)3 status of the Laughing Horse Arts Foundation. A volunteer Board of 10 people plan the Festival, screen and select films and manage all other activities throughout the year. These Board members call upon another 40+ volunteers who staff the Festival, working as ushers or at the sales table throughout the weekend. Many of these volunteers help promote the Festival to friends and others who live outside Kittitas County, another way we attract out-of-towners to Ellensburg.

2500 character limit

Supporting Documents

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

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
Awarded Lodging Tax Grants *

Has your event received Lodging Tax funds in previous years?

☐ 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 *
1,361	1,500

How many days did/will your event occur?

Prior Year *	Projected *
3	3

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

Prior Year *	Projected *
11	20

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 *

In prior years, we have verbally surveyed people as they entered a venue for one of the screenings. We asked for zip codes to determine where attendees came from. We provided EFF information for all hotels with signage asking guests to tell the staff if they were attending the Festival to get a "goody bag". After the Festival, we surveyed the hotels to see how many guests were in town for the Festival and how many nights those guests stayed.

For 2017, we plan to have a printed survey asking people questions about the distance they traveled and their hotel stay. As an incentive to ensure people complete the survey, we will have a drawing and give away Festival passes to the 2018 event. We will also continue to work with the hotels in the same manner as past years.

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 (2018)	\$ 2,500.00
Academy of Motion Pictures	\$ 5,000.00

Funding Shortfalls*

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

We do apply for, and have received, other grants. We have a grant from the Ellensburg Arts Commission and will apply for continued funding from this source later this fall. Last year, we applied for a grant from the Academy of Motion Pictures. We were not successful with that application and plan to reapply during the next funding cycle. We have loyal business, organization and individual sponsors who have supported the Festival for many years. These include Country Financial, Central Party & Costume, the Hampton Inn, the Ellensburg Downtown Association, Laughing Horse Arts Foundation, the Daily Record, City of Ellensburg Arts Commission, Gallery One, Central Arts & Humanities, Central Film Department, Film Freeway, Without a Box and individuals who support specific films.

The changes which will occur if we do not receive lodging tax funding will be a reduction in our marketing of the Festival to audiences outside of Kittitas County, 2500 character limit.

Matching Funds
Percentage

1000.00
%

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	2014	2015	2016	2018
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Revenues From Consolidated Lodging Tax Grant

	Past Actual 3	Past Actual 2	Past Actual 1	Projected
LTAC Grant Funding	\$ 1,594.00	\$ 1,869.00	\$ 2,700.00	\$ 3,200.00

All Other Revenues

Account Name	Past Actual 3	Past Actual 2	Past Actual 1	Projected
Ticket Sales	\$ 6990.00	\$ 5854.00	\$ 5169.00	\$ 9000.00
Submission Fees	\$ 1314.00	\$ 2474.00	\$ 1365.00	\$ 3000.00
Goods Sold	\$ 705.00	\$ 669.00	\$ 495.00	\$ 2000.00
Contributions	\$ 10917.00	\$ 9303.00	\$ 12448.00	\$ 15000.00
Fundraising	\$ 2199.00	\$ 827.00	\$ 971.00	\$ 3000.00

In-Kind Contributions

Account Name	Past Actual 3	Past Actual 2	Past Actual 1	Projected
	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Past Actual 3	Past Actual 2	Past Actual 1	Projected
Revenue Totals	\$ 23719.00	\$ 20996.00	\$ 23148.00	\$ 35200.00

Expenses

Account Name	Past Actual 3	Past Actual 2	Past Actual 1	Projected
Advertising	\$ 4429.00	\$ 5571.00	\$ 7269.00	\$ 8200.00
Bank Services	\$ 206.00	\$ 177.00	\$ 213.00	\$ 300.00
Goods	\$ 3962.00	\$ 2626.00	\$ 4249.00	\$ 6000.00
Screening Fees	\$ 2103.00	\$ 2954.00	\$ 4196.00	\$ 5500.00
Awards	\$ 1200.00	\$ 1300.00	\$ 600.00	\$ 2000.00
Insurance/Dues	\$ 1980.00	\$ 1450.00	\$ 2010.00	\$ 2500.00
Licensure	\$ 370.00	\$ 120.00	\$ 64.00	\$ 300.00
Rental Fees	\$ 1850.00	\$ 1200.00	\$ 1200.00	\$ 3000.00
Postage	\$ 51.00	\$ 92.00	\$ 357.00	\$ 200.00
Travel	\$ 4643.00	\$ 1752.00	\$ 438.00	\$ 4000.00
	Past Actual 3	Past Actual 2	Past Actual 1	Projected
Expense Totals	\$ 20794.00	\$ 17242.00	\$ 20596.00	\$ 32000.00

Profit & Loss

Past Actual 3	Past Actual 2	Past Actual 1	Projected
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Past Actual 3	Past Actual 2	Past Actual 1	Projected
\$ 2925.00	\$ 3754.00	\$ 2552.00	\$ 3200.00

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: *

Name *

Ginny Ann Blackson

Applicant's Title *

Board President, EFF

Internal Revenue Service

Department of the Treasury

**P. O. Box 2508
Cincinnati, OH 45201**

Date: April 12, 2003

Person to Contact:
Ronnie Clemons
Customer Service Representative

**Laughing Horse Arts Foundation
P.O. Box 214
Ellensburg, WA 98926-0214**

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

Ellensburg Film Festival
PO Box 1071
Ellensburg, WA 98926

Fax Number:
513-263-3756
Federal Identification Number:
91-1211173

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.

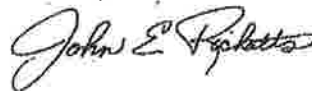
The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. If your organization had a copy of its application for recognition of exemption on July 15, 1987, it is also required to make available for public 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



STATE OF
WASHINGTON

MASTER LICENSE SERVICE
PO Box 9034 • Olympia, WA 98507-9034 • (360) 664-1400
REGISTRATIONS AND LICENSES

Domestic Nonprofit Corporation

Unified Business ID #: 600 634 787
Business ID #: 1

LAUGHING HORSE ARTS FOUNDATION
106 W 9TH
ELLENSBURG WA 98926

REGISTERED TRADE NAMES:

CLASSICS IN ELLENSBURG
ELLENSBURG FILM FESTIVAL
JAZZ IN THE VALLEY
KAIROS CHAMBER MUSIC FESTIVAL
KAIROS CHAMBER MUSIC LYCEUM
LAUGHING HORSE SUMMER THEATRE
LAUGHING HORSE YOUTH ORCHESTRA FESTIVAL
SPIRIT OF THE WEST COWBOY GATHERING
STAGE DOOR DANCE STUDIO
VALLEY MUSICAL THEATER
VISTA CHAMBER ENSEMBLE PLAYERS

The licensee named above has been issued the business registrations or licenses listed. By accepting this document the licensee certifies the information provided on the application for these licenses was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Elizabeth A. Luse

Director, Department of Licensing

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.