

**2018 LODGING TAX SERVICES AGREEMENT  
BETWEEN KITTITAS COUNTY AND WESTERN ART ASSOCIATION**

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 WESTERN ART ASSOCIATION ("Contractor") for National Fine Art Show and Auction.

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, five hundred-eighty dollars (\$7,580.00).
- 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, five hundred-eighty dollars (\$7,580.00).
- c. Services/Expenses that are reimbursed must be dated during the current year and final date to submit reimbursements requests is January 15, after this date funds lapse.
- d. Requests for reimbursements must be submitted to:  
Kittitas County Auditor  
Attn: Auditor's Accounting

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

[auditorsaccounting@co.kittitas.wa.us](mailto: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:
  - TV, Radio advertising
  - Social Media
  - Direct Mail/Print Ads
- 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. 5<sup>th</sup> Ave. Ste. 108, Ellensburg, WA 98926. For all purposes under this Agreement, any notice by the County to the Contractor shall be given to the Contractor's address provided on the signature page. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid, certified mail, return receipt requested.
- d. The section and paragraph headings of this Agreement are for reference convenience only and are not intended to restrict, affect or be of any weight in interpreting or construing the provisions of such sections or paragraphs.
- e. This Agreement may be executed in one or more counterparts and by facsimile, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- f. Contractor warrants to the County that the individual signing on Contractor's behalf has the requisite power and authority to enter into and to perform Contractor's obligations under this Agreement. Contractor further warrants to the County that Contractor has made no misrepresentation or misleading statement in connection with this Agreement, and is not in violation of any applicable law, ordinance, or regulation the consequence of which will or may materially affect Contractor's ability to perform its obligations under this Agreement.
- 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 \*** Western Art Association

**Organization Address \***

Street Address	309 N Pearl St	
Address Line 2		
City	State / Province / Region	
Ellensburg	WA	
Postal / Zip Code	Country	
98926	United States	

**Website** www.westernartassociation.org

**Federal Tax ID # \*** 91-0936987

**UBI # \*** 601-084-786

**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 \*** IRS Determination letter of Oct 1977.pdf 316.89KB  
 Acceptable file formats include: JPG, PDF or TIFF.

## Contact Information

**First Name \*** JoAnn

**Last Name \*** Wise

Phone Number\* 509-962-2934

Email\* waa@fairpoint.net

## Project or Event Information



Project/Event Name\* National Fine Art Show and Auction

### 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  
5/18/2018 5/20/2018

Project/Event Location\* Kittitas Valley Event Center

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\* \$ 7580.00  
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 "National Fine Art Show and Auction", produced by the Western Art Association, is preparing its 46th year. The show is an annual event, always the third weekend in May. It is located at the Kittitas Valley Event Center and dates are May 18-20, 2018. When the doors open at 10:00am Friday morning the exhibit halls are filled with 45-50 artists booths displaying original artworks in all medias. There is no admission charge to the halls. Our Friday evening "Quick Draw" is a very popular event in the show. About 20 artists, in one hour will create an artwork and have it ready for the auction which follows. It's an opportunity for visitors and collectors to talk to the artists while they are working and watch up close what is being created. All these pieces are live auctioned at the end of the "creating hour". This is always a hit with the audience and is a fun evening. No charge for the Quick Draw and auction. During the day about half the artists are working on demonstration artworks in their booth. They will complete these pieces by Saturday evening and Sunday afternoon all will be live auctioned. Saturday evening will kick off with a stage performance by a vocalist/poet/basket weaver well known in the western music genre. This is a new addition to our weekend. At the conclusion of her show we will move into the auction of approximately 70 pieces of original artworks. The evening includes hors d'oeuvres and complimentary wine. Saturday auction requires a ticket. We are increasing our artist base thereby drawing the attention of art enthusiasts new to our festival as well as returning collectors and buyers. You will note that we have changed the name of the event, ever so slightly, by substituting the word Fine for formerly used Western. This change, as suggested by artists and collectors, removes the impression that we only show western art.

The targeted tourism audience/market is the collector of quality fine artworks who resides in the western section of our country. Television, radio, social media, periodicals, and direct mail are the method used to contact this market.  
2500 character limit

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List of Intended Use of Funds \*

TV, Radio advertising \$5,000

Social Media \$1,000

Direct Mail/Print Ads \$1,580

## 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;  
Lodging Tax funds would help increase attendance by allowing more advertising coverage in areas over 50 miles of travel from Ellensburg  
Basing our information on the recent past events through ticket sales, auction sales, artists sales, independent surveys, survey by artists and greeters we conclude that 53-55% of our attendees travel from their home or place of business over 50 miles.

2.1 Projection  
33-35% of our attendees travel over 50 miles and plan to spend the night in paid accommodations. Factoring in the estimated increase in tourism of 3-5%\* our estimated number of people who will be traveling over 50 miles from their home/business and spending the night in paid accommodations to be 260. Artists spending the night in paid accommodations are estimated to be 140.  
\*information supplied by Tourism Dept. Kittitas  
2500 character limit

Response 2.1:  
Evidence \*  
Our evidence of attendance is based on sales; tickets and auction art, artist's surveys, and our surveys. Many of our guests are returnees and we know where they reside. Buyers complete bid cards with personal information (addresses, phone, email, etc.) Of the total estimate of travelers (53-55%) we know that 33-35% (from above information) are staying at least one night in paid accommodations.  
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 estimate for a place 50 miles or more away from home/business for the day or staying overnight is approximately 500.  
2500 character limit

Response 2.2:  
Evidence \*  
This projection is based on the total projected attendance and the above referenced information sources.  
2500 character limit

Response 2.3:  
Projection \*  
3. or from another country or state outside of their place of residence or business.  
From another country or state outside of their place of home/business estimate is 50 attendees. We have artists and visitors from our western region and neighboring country, Canada.  
2500 character limit

Response 2.3:  
Evidence \*  
As stated above, we know that 30% of our artists are from out of state/country and our visitor information is based on our knowledge of our buyers and guests. We will add this question to our survey if need be.  
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.  
 Measuring the impact our event has on tourism uses the following tools; ticket sales, auction sales, sales by artists from their booths, surveys by artists, greeters at the show, and CWU tourism students.  
 For 2018 we will conduct a short survey by giving to our guests upon entering the exhibit halls, ask that they be filled out and returned to a greeter for entry in a drawing which will be held on Sunday, need not be present to win.  
 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?  
 Over 50% of our direct mail lists are addresses outside of Kittitas County and over 50 miles travel distance (one way). Our TV commercial covers areas in Washington, Oregon and Idaho. Magazine ads, i.e.: Western Art Collector, Art of the West, True West are received directly from the publisher via subscription mailings.  
 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 advertise locally following the seven and ten day rules. The direct mailing we send includes other things to do in Kittitas County such as golf, hiking, fishing, other events during the year. Our website links to other organizations for further information. The two logos, My.Ellensburg and Live Life in Color are on all our mailings, rack cards, TV commercial, newspapers and magazine ads.  
 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 \* WAA has and will continue to expand our partnerships within the tourism industry in Kittitas County. We have obtained reduced room rates in exchange for advertising the business and placing their logo on our promotional materials. We have created a package which includes tickets to the concert, auction and the event poster to guests staying in these accommodations for the purpose of attending the show and auction.
- The Ellensburg Rodeo Royal Court appears at our Friday Quick Draw and Auction every year to assist in carrying the artwork for display to the audience, collecting buyer signatures and in spare time informing guests of the duties and royal court life and the Ellensburg Rodeo. We support the FBLA students of Ellensburg High School by enlisting their club members in displaying the artworks during the Saturday auction
- Each year we offer two local events, Ellensburg Rodeo Hall of Fame and Spirit of the West Cowboy Gathering the opportunity to have complimentary display booths at the show to promote their events.
- We have partnered over the years with Spirit of the West by having a booth at their event and in 2018 will be a Downtown Music/Poetry venue. Western Art Association provides the auction staff for the Ellensburg Rodeo Hall of Fame Banquet and Fundraising Auction. We support the Kittitas County Fair Fine Arts division by selecting and supplying the "Best of Show" award. We have participated in the EDA's downtown Halloween candy distribution  
 2500 character limit

## 5| Future Plans

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

Future Plans\* In order to have a self-sustaining event we must increase revenue. Our budget has been reduced to bare bones so that only means the income must increase. To accomplish this we will:

- write additional grant funding requests such as the City of Ellensburg Arts Commission Funds
- increase the number of tickets sales through more efficient advertising
- sell more booth space by attracting more artists,
- seek more sponsorships and donations,
- continue to court residents of certain demographics
- add new features within our event such as this year's addition of a stage show prior to the Saturday auction
- we are considering increasing the commission fees as we are below the industry
- reinforce our volunteer base and obtain helpers who will do specific jobs such as the social media portion of advertising.

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 May is a great month to be in the Kittitas. Our event, held right in the middle of the month, is a three day event which draws artists, art lovers, buyers and collectors to our area for what we call "an artful weekend". Our artists are primarily from Montana, Wyoming, Colorado, Idaho, Oregon, British Columbia and our home state of Washington. We know our county is blessed with many talented residents thereby helping to make all our residents aware of the enjoyment of quality original artworks. Where better to pursue this pleasure than spending a few hours at the National Fine Art Show and Auction in our beautiful Kittitas County. There is art in nearly every media and style and a group of artists who are always happy to discuss their art with a viewer. Our mission is to encourage interest in our heritage by promoting the art and artifacts that tell the history of settling the west.

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 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*
1,200	1,300

## 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 *
350	375

### 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 \*** Data for prior year was collected by surveys conducted by volunteer greeters at the entry to the exhibit hall, surveys by exhibiting artists at their booths, ticket sales, auction buyer bid cards and artists booth sales. As a result of the survey we conclude the number of room nights to be 350. Of those artists accounted for approximately 166 nights and show attendees the balance of 184.

Our 2018 projection is conservative based on current economic trends. We estimate a moderate increase in attendance which would produce an additional 25 room nights or 375.  
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
City of Ellensburg Arts Commission	\$ 1,500.00
In Kind Volunteer Hours	\$ 53,439.00

**Funding Shortfalls\***

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

The only changes we would be able to make is reducing our efforts to obtain new attendees through a better advertising plan. As with all events we need to replace those folks who have supported us in past but are now in another life stage and not buying art. We would like to see younger generations come to the show, learn about the artists and art. Without enough funding for advertising we will miss getting to potential collectors.

2500 character limit.

Matching Funds 1662.18

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
<b>Revenues From Consolidated Lodging Tax Grant</b>				
	Past Actual 3	Past Actual 2	Past Actual 1	Projected
LTAC Grant Funding	\$ 10,000.00	\$ 5,000.00	\$ 8,500.00	\$ 7,580.00
<b>All Other Revenues</b>				
Account Name	Past Actual 3	Past Actual 2	Past Actual 1	Projected
Auction Sales	\$ 45448.00	\$ 45413.00	\$ 48737.00	\$ 49500.00
Exhibit Booth	\$ 25379.00	\$ 18692.00	\$ 16560.00	\$ 17500.00
Ticket Sales	\$ 4795.00	\$ 1838.00	\$ 2221.00	\$ 3000.00
Sponsorships	\$ 3060.00	\$ 1100.00	\$ 1000.00	\$ 1500.00
<b>In-Kind Contributions</b>				

Account Name	Past Actual 3	Past Actual 2	Past Actual 1	Projected
Volunteer	\$ 0.00	\$ 29650.00	\$ 56151.00	\$ 53493.00
other In-Kind	\$ 1500.00	\$ 1500.00	\$ 1000.00	\$ 1000.00
	Past Actual 3	Past Actual 2	Past Actual 1	Projected
<b>Revenue Totals</b>	\$ 90182.00	\$ 103193.00	\$ 134169.00	\$ 133573.00
<b>Expenses</b>				
Account Name	Past Actual 3	Past Actual 2	Past Actual 1	Projected
Auction	\$ 24431.00	\$ 20745.00	\$ 22100.00	\$ 21800.00
Auctioneer	\$ 2000.00	\$ 1500.00	\$ 2100.00	\$ 500.00
Catering	\$ 5928.00	\$ 3682.00	\$ 3400.00	\$ 3000.00
Consigned Art	\$ 28776.00	\$ 26609.00	\$ 27950.00	\$ 29000.00
Venue Rent/Setup	\$ 8719.00	\$ 6764.00	\$ 6775.00	\$ 6800.00
Security	\$ 3460.00	\$ 1680.00	\$ 1700.00	\$ 1700.00
Fees/Ins/Lic/Taxes	\$ 5373.00	\$ 5613.00	\$ 5680.00	\$ 4315.00
Office Exp	\$ 16628.00	\$ 9971.00	\$ 10894.00	\$ 6850.00
Misc. Supplies	\$ 3145.00	\$ 2270.00	\$ 3092.00	\$ 1850.00
	Past Actual 3	Past Actual 2	Past Actual 1	Projected
<b>Expense Totals</b>	\$ 98460.00	\$ 78834.00	\$ 83691.00	\$ 75815.00
<b>Profit &amp; Loss</b>				
	Past Actual 3	Past Actual 2	Past Actual 1	Projected
	\$ -8278.00	\$ 24359.00	\$ 50478.00	\$ 57758.00

## 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 \*

JoAnn Wise

Applicant's Title \*

Director/Treasurer

Internal Revenue Service  
District Director

Department of the Treasury  
P.O. Box 21224  
Seattle, WA 98111

Date: OCT 16 1977

Our Letter Dated: March 11, 1977

Person to Contact: V.S. Olsen  
EP/EO: ED-1  
Contact Telephone Number:  
206/442 5110

Western Art Association  
~~306 N. Main~~ P.O. Box 893  
Ellensburg, WA 98926

91-0936987

Gentlemen:

This modifies our letter of the above date in which we stated that you would be treated as an organization which is not a private foundation until the expiration of your advance ruling period.

Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Internal Revenue Code, because you are an organization of the type described in section 509(a)(2). Your exempt status under section 501(c)(3) of the code is still in effect.

Grantors and contributors may rely on this determination until the Internal Revenue Service publishes notice to the contrary. However, a grantor or a contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section 509(a)(2) status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section 509(a)(2) organization.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

*Michael Sassi*

Michael Sassi  
District Director

915 Second Avenue, Seattle, Wash. 98174

1-877-829-5500

Form L-399 (Rev)

## 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.