

**2018 LODGING TAX SERVICES AGREEMENT
BETWEEN KITTITAS COUNTY AND KITTITAS ENVIRONMENTAL EDUCATION NETWORK**

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 Kittitas Environmental Education Network (KEEN) ("Contractor") for KEEN's Hard Cider Fest.

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 nine thousand dollars (\$9,000.00). (\$806.00 City of Ellensburg LT funding & \$8,194.00 Kittitas County LT 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 nine thousand dollars (\$9,000.00). (\$806.00 City of Ellensburg LT funding & \$8,194.00 Kittitas County LT 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
 - Chinook Entertainment Services
- 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

Response 1:
Project/Event
Description *

Similar to the Central Washington Brew Fest event, KEEN's Hard Cider Fest is an event that will bring people from all corners of the Pacific Northwest in the fall to experience our amazing local hard ciders!

KEEN's Hard Cider Fest will feature ample tastings of hard apple cider, perry and cherry cider too, along with tasty food, amazing live music, camping, and more!

As the largest annual event for the nonprofit Kittitas Environmental Education Network, this fun new event will be held during the peak of fall colors and the height of the harvest in Central Washington. We expect to a sell-out crowd to sample sips from a large mix of local pourers. In addition to tasting cider, guests can enjoy bites of artisanal food including local cheeses, baked goods, and other treats. Cider Fest will feature ten to fifteen hard cider houses each showcasing up to three different ciders. The focus will be on Washington grown apples and Washington produced cider.

A limited number of VIT (Very Important Taster) tickets will be sold. VIT's gain early access to the event and will have the opportunity to speak to our cideries and learn all about their business and their craft. The first 200 event attendees will receive a complimentary KEEN Cider Fest tasting glass.

Cider Fest will target regional and state wide visitors who have an interest or fondness for hard apple and/or fruit cider, great food, and roots music. Currently there are at least 60 producers of hard cider in Washington State, and very few Festivals – most houses throw their own tastings and in some areas, like Wenatchee, they will include two or three local cideries as an expansion to another event. Hard Cider is the fastest growing beverage in the united states. Currently outstripping the growth of craft beer, hard cider has the benefit of being a product that is drinkable by those who are avoiding gluten, have wheat allergy, or celiac disease. We just think it's delicious.

Funds will be used for Advertising (\$4,825) in partnership with Genesis Marketing including online ads, radio ads and Pandora ads. Funds will also be used for Chinook Entertainment (\$8,260) for entertainment including stage/sound/lights, 4 acts, and booking/coordination fees (no lodging tax funds used for hospitality).
2500 character limit

List of Intended Use of Funds *

Advertising \$4,825 (proposal from Genesis attached)

Chinook Entertainment Services \$8,260 (proposal from Chinook Entertainment attached)

2| Projections of Increased Tourism

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

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

You must provide the evidence utilized in determining your projections.

- Response 2.1:
Projection * 1. Away from their place of residence or business and staying overnight in paid accommodations;
We estimate an audience of 500 for this first year. We estimate that more than 70% of our attendees (~350 people) will be tourists coming from more than 50 miles away and that 60% of those attendees (~210) will stay in overnight paid accommodations (mostly campgrounds and RV park at the Kittitas Valley Event Center).
2500 character limit
- Response 2.1:
Evidence * Our projections are based on number of attendees at other KEEN events, the growing popularity of hard cider, and the extensive experience of Chinook Entertainment in organizing and hosting similar events.
2500 character limit
- Response 2.2:
Projection * 2. To a place fifty miles or more away from their place of residence or business for the day or staying overnight;
We estimate an audience of 500 for this first year. We estimate that more than 70% of our attendees (~350 people) will be tourists coming from more than 50 miles away and that 40% of those attendees (~140 people) will stay for the day or overnight in non-paid accommodations.
2500 character limit
- Response 2.2:
Evidence * Our projections are based on number of attendees at other KEEN events, the growing popularity of hard cider, and the extensive experience of Chinook Entertainment in organizing and hosting similar events.
2500 character limit
- Response 2.3:
Projection * 3. or from another country or state outside of their place of residence or business.
We estimate that of those attendees traveling more than 50 miles, at least 10% of them will be from out of state or out of Country (~50 people).
2500 character limit
- Response 2.3:
Evidence * Our projections are based on number of attendees at other KEEN events, the growing popularity of hard cider, and the extensive experience of Chinook Entertainment in organizing and hosting similar events.
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: What tools will you use to measure your event's impact on tourism? Please be specific and provide examples.
Measuring Results * KEEN uses online surveys and ticket sales reports to determine the impact of our events on tourism.

Our surveys are especially designed for each event and for the Cider Fest will have questions similar to those below.

Our online ticket sales portal - Square - also tracks buyer information (zip codes) and we collect those for each event held.

Sample questions for Cider Fest survey:

1. How likely is it that you would recommend KEEN's Hard Cider Fest to a friend or colleague?
2. Overall, how would you rate the event?
3. What did you like about the event?
4. What did you dislike about the event?
5. How organized was the event?
6. How friendly were the volunteers?
7. How would you rate the entertainment?
8. Prior to the event, how much of the information that you needed did you get?
9. Was the event length too long, too short, or about right?
10. Is there anything else you'd like to share about the event?
11. Please provide your mailing address for a chance to win 2 free tickets to next years event!
2500 character limit

Response 3 A: A. Is your project/event year-round or is it seasonal or date-specific?
Measuring Results * 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: B. What strategies will you employ to assure you are attracting tourists from at least 50 miles away?
Measuring Results * We will work closely with Genesis Marketing and Chinook Entertainment (based in Seattle and Yakima) to promote the event and increase our reach through geotargeting, and interest-based targeting. Partnerships with these groups will ensure an event that brings in tourists from more than 50 miles away. Chinook Entertainment puts on several events throughout the year including Chinook Fest in Naches, the summer concert series in Yakima and other music events in Central Washington.
2500 character limit

Response 3 C: C. What strategies will you use to assist in marketing all of Kittitas County as a tourist destination with your event/project funding request?
Measuring Results * Traveling to Kittitas County in the fall is one of the best times to visit our area. We will follow the rules of the contract on our marketing items with appropriate logos, and will also work to increase attendance by encouraging other activities while here. KEEN will use our social media accounts to share and cross-post recreation, farmers markets, wineries and local breweries to the same audience.
2500 character limit



4| Collaboration

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

Collaboration* We are forming a partnership with Chinook Entertainment LLC to provide the entertainment, hire the bands, set up stage, lights, sound, and manage all of that technical portion of the event. They will arrange to have a minimum of four bands from around the northwest. These will be selected by the partnership and chosen to provide a wide appeal and as much as possible, bring the bands followers to our event.

Chinook Entertainment will also prove to be a powerful partner in this event, bringing years of experience and relationships with businesses and individuals in central Washington to our benefit.

We also work closely with one of our Cideries - Ellensburg Canyon Winery - on marketing, event planning, outreach and other activities. The owner is on KEEN's board of directors.

In addition, KEEN partners throughout the year with several local non-profit groups and is a member of the Chamber of Commerce.

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* KEEN aims for Sustainability in all our events. We have been running Get Intimate with the Shrub-Steppe for nearly 20 years, the Winter Fair for 10 years, and have ongoing and regular events in the community. We will do the same for Cider Fest and aim for cost recovery through ticket sales and sponsors. In addition, we plan to expand the event in next year or two, add an educational conference day to the event, possibly a chef-hosted dinner cooking with cider to the evening ahead of the event. We could also add Orchard tours and build our partnership with WSU/Extension.

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 Attached is the proposal from Chinook Entertainment for entertainment, and the Genesis Marketing proposal for advertising.

2500 character limit

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

KEEN Cider Festival 2018 advertising.pdf 17.19KB

2018 Cider Event_Option B.pdf 394KB

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 * |
|--------------|-------------|
| 0 | 500 |

How many days did/will your event occur?

| Prior Year * | Projected * |
|--------------|-------------|
| 0 | 2 |

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

| Prior Year * | Projected * |
|--------------|-------------|
| 0 | 210 |

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 * There is no data from prior year as this is the first year. Our projection for the first year is 500 people. Our projection is based upon talking with Chinook Entertainment about attendance at similar events and expectations for the first year of a new festival.
 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 |
| Sponsorship | \$ 10,000.00 |

Funding Shortfalls * What changes would occur if the project couldn't be funded?
 We would likely drop the partnership with Chinook Entertainment for the event and not have the music festival portion of the event.
 2500 character limit.

Matching Funds 366.95
Percentage %
 This field will auto fill with the correct percentage based on your input to budget section below.

9| Project Budget Overview

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

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

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

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

Verification of In-kind Contributions For any claimed in-kind contributions valued at \$500 or more and related to marketing/advertising, you must submit verifying documentation which assures the contribution will be provided.

| Budget Year | | | | |
|---|---------------|---------------|---------------|--------------|
| Edit if necessary | 2015 | 2016 | 2017 | 2018 |
| Revenues From Consolidated Lodging Tax Grant | | | | |
| | Past Actual 3 | Past Actual 2 | Past Actual 1 | Projected |
| LTAC Grant Funding | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 13,085.00 |
| All Other Revenues | | | | |
| Account Name | Past Actual 3 | Past Actual 2 | Past Actual 1 | Projected |
| Sponsorship | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 10000.00 |
| Ticket Sales | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 17500.00 |
| Scripts (additional tasting sales) | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 5000.00 |
| Collateral sales | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 3500.00 |
| Food Vendor (20% of sales) | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 1000.00 |

| Account Name | Past Actual 3 | Past Actual 2 | Past Actual 1 | Projected |
|---|---------------|---------------|---------------|------------|
| Commercial Vendor (20% of sales) | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 1000.00 |
| Camping and RV reservations (collected from attendees) | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 1250.00 |

In-Kind Contributions

| Account Name | Past Actual 3 | Past Actual 2 | Past Actual 1 | Projected |
|--|---------------|---------------|---------------|-------------|
| KEEN BOD Event Management and Staffing | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 8765.00 |
| | Past Actual 3 | Past Actual 2 | Past Actual 1 | Projected |
| Revenue Totals | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 61100.00 |

Expenses

| Account Name | Past Actual 3 | Past Actual 2 | Past Actual 1 | Projected |
|---|---------------|---------------|---------------|-------------|
| Advertising | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 4825.00 |
| Chinook Entertainment Services | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 8260.00 |
| Admissions Tax | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 1750.00 |
| Collateral (tasting glasses, t- shirts/other items) | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 3000.00 |
| Printing - posters and programs | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 750.00 |
| Food and hospitality for entertainment | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 1000.00 |
| Miscellaneous | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 2000.00 |
| Insurance and permits | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 1500.00 |
| Event venue rental | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 1500.00 |
| Camping and RV reservations (paid to venue) | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 1000.00 |
| | Past Actual 3 | Past Actual 2 | Past Actual 1 | Projected |
| Expense Totals | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 25585.00 |

Profit & Loss

| | Past Actual 3 | Past Actual 2 | Past Actual 1 | Projected |
|--|---------------|---------------|---------------|-------------|
| | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 35515.00 |

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: *

A rectangular box containing a handwritten signature in cursive script that reads "Jill Scheffer".

Name *

Jill Scheffer

Applicant's Title *

KEEN Chairperson

Internal Revenue Service

Date: April 21, 2007

**KITTITAS ENVIRONMENTAL EDUCATION
NETWORK
% JILL A ARANGO
421 N PEARL ST STE 216
ELLENSBURG WA 98926**

**Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201**

**Person to Contact:
T. Wilson 29-65046
Customer Service Representative
Toll Free Telephone Number:
877-829-5500**

**Federal Identification Number:
22-3849021**

Dear Sir or Madam:

This is in response to your request of April 20, 2007, regarding your organization's tax-exempt status.

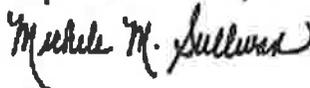
In July 2002 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2108 or 2522 of the Internal Revenue Code.

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

Sincerely,



**Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations 1**

KEEN Cider Festival 2018

| | | |
|--------------------|----|----------|
| RADIO | | |
| Pandora | \$ | 2,000.00 |
| Radio Production | \$ | 100.00 |
| KXLE | \$ | 500.00 |
| Cherry Creek | \$ | 500.00 |
| ONLINE | | |
| Facebook/Instagram | \$ | 1,500.00 |
| Ad Production | \$ | 225.00 |
| Total budget | \$ | 4,825.00 |

Over

Campaign Overview

Radio :30 ads

KXLE - 7 days prior
 Cherry Creek - 10 days prior
 Pandora 14 days prior
 Kent, Auburn, Federal Way, Yakima, Tri Cities
 Wenatchee, Moses Lake, Spokane

Print

Online : Run June - July 2017

Facebook & Instagram
 Campaign will promote attendance to the event and will target the Seattle Metro Area, Yakima, Tri-Cities, Wenatchee

Added Value:

Exposure on CentralWashingtonColor.com & DiscoverCleElum.com

Partnership Budget Approval

All added value estimates are not confirmed until the buy is placed and varies on availability, final budget, and station discretion. This partnership will be handled through the Kittitas County Chamber office and agency of record Genesis Marketing. Upon Signature below, initial 50% of budget will be invoiced and due within 30 days. All invoices will be submitted to you by Amy McGuffin with the Kittitas County Chamber of Commerce and will be due within 30 days of invoice.

A bulleted list of topics for scripts and online ads, as well as any logos and photos desired must be provided a minimum of 1 month prior to each buy's "air" date. Any proofs must be approved within 48 hours or they will run as is. In addition, there will be a fee to any additional radio or TV ad revisions after the spots are already produced provided that the scripts match the produced spot & pronunciation is correct.

If approved, please sign and date below

Partnership Committee: _____ Date: _____

Kittitas County Chamber: _____ Date: _____
 (Amy McGuffin)

Campaign may be modified Initial _____



Additional Terms and Conditions

1. Purchaser agrees to furnish and pay for, at its own expense (a) on the date(s) and at the time(s) of the Engagement above mentioned all that is necessary for the proper presentation of Event, including but not limited to; a suitable, permitted location, necessary electricians, all licenses (including musical performing rights licenses), security, special police, ushers, ticket sellers, ticket takers, appropriate and sufficient advertising, (b) all music royalties in connection with Artists' regulatory company, (c) all sales and amusement taxes.
2. In the event of sickness or accident to Artist or if a performance is prevented, rendered impossible or infeasible by any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, interruption in or delay of transportation services, war conditions, emergencies or any other similar cause beyond the control of Artist, it is understood and agreed that there shall be no claim for damages by Purchaser and Artist obligations as to such performance shall be waived. In the event of such non-performance for any of the reasons stated in this paragraph, if Artist is ready, willing and able to perform, Purchaser shall pay the full compensation hereunder, otherwise, the monies (if any) advanced to Artist shall be returned on a pro-rata basis.
3. Inclement weather rendering performance impossible, infeasible or unsafe shall not be deemed a force majeure event and payment of the agreed upon compensation shall be made notwithstanding. If Purchaser and Artist disagree as to whether rendition of performance(s) is impossible, not feasible or unsafe because of inclement weather, Artist's determination as to performance shall prevail.
4. In the event Purchaser refuses or neglects to provide any of the items or to perform any of the items or any of its obligations herein stated, and/or fails to make any of the payments as provided herein, Producer shall have the right to refuse to perform this contract, and to refuse performance by Artist. Producer shall retain any amounts therefore paid and Purchaser shall remain liable for the agreed upon Compensation herein set forth.
5. The entertainment presentation shall be billed and marketed in such order, form, size and prominence as directed by Producer on all advertising and publicity issued by or under the control of the Purchaser. Artist's name or likeness may not be used as endorsement or indication of use of any product or service nor in connection with any corporate sponsorship or tie-up or merchandising without Artist's prior written consent.
6. Purchaser shall not itself nor shall it permit others to record, broadcast, televise, photograph, or otherwise reproduce the visual and/or audio performances hereunder, or any part thereof without expressed written permission from the Artist's representatives.
7. Artist shall have the exclusive right to sell souvenir programs, ballet books, photographs, records and any and all types of merchandise including but not limited to articles of clothing, posters, stickers, etc. on the premises of the Event/Venue of performance without any participation in the proceeds by the Purchaser.
8. Unless stipulated to the contrary in writing, Purchaser agrees the Artist may cancel the engagement hereunder without liability by giving the Purchaser notice of at least sixty (60) days prior to the commencement date of the engagement hereunder. In the event of cancellation by Artist as set forth in this paragraph, Producer shall make its best efforts to contract a comparable substitute and Purchaser shall not hold Producer liable, apply penalty or fees or withhold Compensation.
9. Artist shall have exclusive control over the production, presentation and performance of the engagement hereunder. Artist shall have the sole right, as Artist may see fit, to designate and change at any time the performing personnel. Purchaser agrees (a) to comply promptly with Artist's directions as to stage settings for the performance(s) hereunder, (b) that no performers other than those furnished by the Artist hereunder will appear on or in connection with the engagement without expressed written permission from the Artist's representative.
10. Nothing in this agreement shall require the commission of any act contrary to law or to any rules or regulation of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by Artist or Purchaser hereunder. If there is any conflict between any provision of this agreement and any law, rule or regulation shall prevail and this agreement curtails, modified or limited only to the extent necessary to eliminate



such conflict. Purchaser agrees to comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities, and personnel to be furnished by Purchaser.

11. Purchaser hereby warrants and represents that Purchaser has and will maintain in full force and affect, a general liability insurance policy with a reputable insurance company, licensed to do business in the State of Washington. Said policy must provide coverage in an amount of no less than \$1M per occurrence for property damage and/or bodily injury. A certificate of insurance related to the coverage listed above shall be furnished by Purchaser upon request.
12. Purchaser hereby indemnifies and holds Chinook Entertainment as well as their respective agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage or expense, including reasonable attorney's fees, incurred or suffered by or threatened against Chinook Entertainment, LLC or any of the foregoing in connection with or as a result of any claim for personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the engagement, which claims does not result from the active and willful negligence of the Artist.
13. Chinook Entertainment, LLC acts herein only as agent for Artist and assumes no liability for any act of commission or omission on the part of either Artist or Purchaser. In furtherance therefore and for the benefit of Chinook Entertainment, LLC, it is agreed that neither Purchaser nor Artist will name Chinook Entertainment, LLC as party in any civil action or suit arising out of, in connection with, or related to any act(s) of commission or omission of Purchaser, Artist or Chinook Entertainment, LLC.
14. This Agreement (a) cannot be assigned or transferred without the written consent of Producer, (b) contains the sole and complete understanding of the Parties hereto and (c) may not be amended, supplemented, varied, or discharged, except by an instrument in writing signed by both parties. The person executing this Agreement on Purchaser's behalf warrants his/her authority to do so, and such person hereby assumes liability for the payment of said Compensation in full. Signatures of the Parties, either electronic or transmitted by facsimile or e-mail, shall be deemed to be their original signatures for all purposes.

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.