

OCCUPANCY TAX COMMITTEE
DATE: February 26, 2009
AGENDA

Committee Supervisors:

William H. Kenny, Chairman
Louis E. Tessier
Eugene J. Merlino
Ralph Bentley
Fred Champagne
Kathleen Simmes
Sterling Goodspeed

- 1) Accept minutes from January 28, 2009 meeting.
- 2) Report of Information on Revenues from County Treasurer
- 3) County Treasurer to present draft to show how the budgeting process and occupancy tax distribution works (pending item)
- 3) Short presentations:
 - a) Balloon Festival coordinators
 - b) Alice Grether – Glens Falls Western Weekend Festival
 - c) Bob Blais – Truck Convoy – Show n' Shine Expo to benefit Prospect Child & Family Center
 - d) Tony Intelisano – to discuss film production
 - e) Jason Sherry – Weekly talent competition
- 4) Pending items:
 - a) Special Event Coordinator position
 - b) First Wilderness Heritage Event Coordinator
- 5) Old Business/New Business
- 6) Adjourn

WARREN COUNTY TREASURER

FRANCIS X. O'KEEFE
County Treasurer

ROBERT V. LYNCH II
Deputy Treasurer

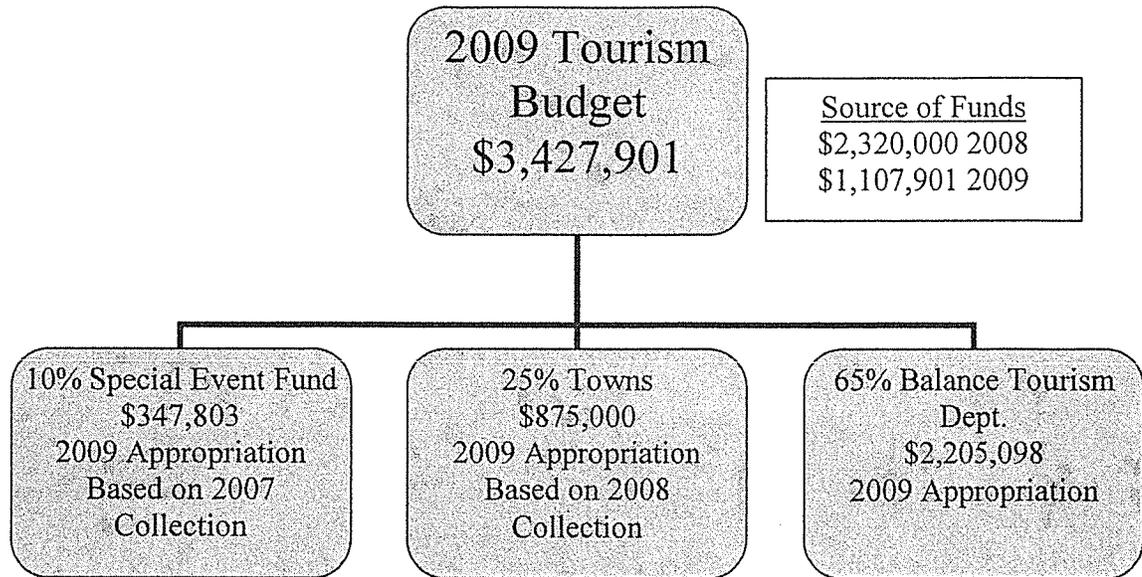
TO: SUPERVISOR BILL KENNY, OCCUPANCY TAX CHAIRMAN & MEMBERS
FROM: FRANCIS X. O'KEEFE, CO. TREASURER
DATE: FEBRUARY 27, 2009
RE: BUDGET PROCESS & OCCUPANCY TAX DISTRIBUTION

The 2009 Occupancy Tax Department Budget is composed of the following:

Special Event Funds	\$ 347,803.00	(1)
Municipality's Share	\$ 875,000.00	(2)
Tourism	<u>\$2,205,098.00</u>	(3)
TOTAL	\$3,427,901.00	

1. \$347,803.00 10% Special Events Fund designated by the Occupancy Tax Committee. This is allocated at the December meeting for the year 2009. This is based on the 2007 collections. A budget code will be added to track monies.
2. \$875,000.00 Municipality shares to Towns and City shares -\$30,000 to each on Oct. 15. 1% of tax collected by each municipality, less \$390,000 on May 29.
3. \$2,205,098.00 Represents Tourism budget for 2009. \$2,320,000 from appropriated Occupancy Tax surplus plus \$1,107,901 - 2009 Collections.

FXO/mw



\$2,205,098 Tourism Budget for 2009 includes:

- \$ 106,985 State Matching Fund Grant
- \$ 100,480 Revenue from brochures
- \$ 10,000 Revenue from Motor Coach Promotion

TOTAL REVENUE COLLECTIONS

<u>YEAR</u>	<u>TOTAL COLLECTIONS</u>	<u>INCREASE</u>	<u>% INCREASE</u>
2004	\$2,597,871		
2005	\$2,792,448	+ \$197,577	+ 7.49%
2006	\$3,033,739	+ \$241,286	+ 8.64%
2007	\$3,478,028	+ \$444,297	+14.65%
2008	\$3,276,166	(\$201,862)	- 6.00% * Note 1
			Qtr ends March 20, 2009
TOTAL	\$15,178,247		

NOTE: Penalties – This office receives approximately \$25,000 in penalties. This goes into the General Fund. We do not charge and Administrative Fees.

NAME OF ORGANIZATION	NAME OF EVENT	REC'D. 2005	REC'D. 2006	REC'D. 2007	REC'D. 2008	REC'D. 2009
National Physique Committee NE NY	NPC North Atlantic States/UPA Bench Press					
Northeast Writter Classic All-Breed Dog Show	Northeast Winter Classic All-Breed Dog Show			4,250.00	3,000.00	2,000.00
North Warren Chamber of Commerce	Annual Halloween Pug Parade & Party			50,000.00	50,000.00	4,000.00
NYS Association of Fire Chiefs	102 nd. Convention					
NYS Association of Fire Chiefs**	102 nd. Convention - Res#685 of '07					
NYS Pub. High School Athletic Assoc.	Girls' Volleyball Championships		15,000.00	10,625.00	7,000.00	5,000.00
NYS Pub. High School Bball Championships	Basketball Championships	25,000.00	50,000.00	50,000.00	50,000.00	50,000.00
Qsby Ladies Aux. VFW Post 6196	Junior Girls Conference					
Ski Areas of New York, Inc.	SANY/PSAANSAA Trade Show & Cont.					
So. Adirondack Spokes Bicycle Spa Studio & Ki Ho Unlimited	Bicycle Race	3,283.45				5,000.00
SPCA of Upstate NY & French/Indian War Society	The Adirondack "Wondrous Woman" Retreat & Expo					
Swim Lake George Association	1st. Annual LG Master Sand Sculpting Contest					
Ti-County Eagles/Post 553	Lake George Swim Marathon			17,000.00	withdrawn	
United Church of God	Burdell Bailey Memorial - Cooper's Cave					
Upper Hudson Festivals Inc.	Feast of Tabernacles					
Upper Hudson River RR Corp.	Music by the River Concert Series				4,695.00	
US Championship Rodeo Foundation	Day Out with Thomas					
Village of Lake George	Adk Stampede Charity Rodeo					
Warren County Council of Chambers	250th Anniversary-Battle of FWH	3,000.00	5,000.00	21,250.00		1,000.00
Warrensburg Chamber of Commerce	Hospitality Education Seminar			7,900.00	7,115.65	8,000.00
World Awareness Children's Museum	29th. Annual World's Largest Garagesale		5,000.00			
YMCA of Glens Falls	Marketing & Promotion Capital Campaign		1,250.00			
OTHER: 2008 final distribution	NYS VMCA Gymnastic Championships				15,603.00	
OTHER: Special Event Advertising					5,000.00	25,000.00
OTHER: Smith Travel Trend Report					425.00	
TOTAL		174,481.23	256,695.00	287,917.25	290,074.97	302,000.00
Unused					9,925.03	
Please note: Adirondack North Stars was approved for funding for 2005 (from 2004 Revenue), however, the expense was actually paid and taken from the 2006 budget.						
** Amount to be offset by pro-rata investments from municipalities						

**APPLICATION FOR CONTRACT FUNDING WITH
WARREN COUNTY
UNDER THE TOURIST AND CONVENTION DEVELOPMENT AGREEMENT**

I. ORGANIZATION AND CONTACT INFORMATION

1. A. Please set forth your complete corporate, association or group name.
Adirondack Hot Air Balloon Festival Inc.
- B. Please set forth the name of the event for which you wish to contract with Warren County.
Adirondack Balloon Festival
- C. Please set forth the contract amount you propose to be paid by the County toward the event.
\$ 10,000

2. Is the above name the only name you conduct business or fund raising under?
 Yes No. If No, please provide all other names you use for business and fund raising purposes.

3. If your organization is incorporated, please provide the state of incorporation and the complete corporate name, if different than set forth above.
Yes, New York

4. Please set forth your organization's principal business address.
PO Box 883, Glens Falls, NY 12801

5. Please set forth your organization's contact person and that person's address and telephone number (this should be the person County representatives may contact for contract information or if there is a need for presentations before County Committees

or other questions).

Michael McCarthy, Board President 792-6668
Mark Donahue, Board Vice President 745-8084 ext 112

II. EVENT BACKGROUND INFORMATION

6. Please state the date or dates on which your event is planned to occur and for which you wish to contract with Warren County.

September 24-27, 2009

7. Please set forth the planned location of your event.

Crandall Park, Floyd Bennett Memorial Airport, Adirondack Community College

8. Please provide a general description of your event i.e. the nature and type of event and why it is held.

Hot air balloon festival designed to promote our region, free community activity

9. Please describe what licenses, contracts and/or infrastructure have been or will be arranged for to support the event.

FAA Waiver, DOH Mass gathering permit, Airport Lease Agreement

10. Please set forth the number of attendees projected to attend the event.

50,000 - 100,000 weather permitting

(Continued on next page)

11. Please state whether this is a one-time event in Warren County or whether you plan future events.

Annual Event since 1973

12. Please set forth the number of hotel, motel, inn, bed and breakfast or other overnight accommodations anticipated or projected and the length of stay is anticipated . If your organization has previously received funding from the County, please attach the written report previously provided to the County which provided an estimate of the number of attendees to the event each day, together with a listing of the number of people from each zip code obtained each day of the event. If your organization was not previously required to furnish this report, and did not collect zip codes, please attach a written report which provides an estimate of the number of attendees and where the attendees may have resided to the best of your ability. Please feel free to use such qualifications to your information as you may feel necessary.

13. Please set forth the marketing and advertising that is planned to occur. Please state, particularly the planned marketing and advertising areas (specify local, regional, state, national etc).

In addition to Festival Program which promotes the local area & its businesses, the Festival receives significant media exposure in Vermont and New York's Capital Region. Event has been featured in The New York Times, Weather Channel & Food Network

III. EVENT FINANCING INFORMATION

14. Please set forth the total cost anticipated to be borne by your organization as sponsor

for the event.

Festival's annual budget is \$90,000-100,000

15. Please set forth the funding that has been obtained or is expected to be obtained from the businesses, persons, governmental or non-profit agencies listed (an attachment may be provided instead of listing the same):

Various Advertisers + Sponsors are solicited annually

16. Please set forth how much you expect to raise from admission charges or fees earned from participating vendors.

Participating Vendors are required to contribute 10% of their profits yielding \$5-10,000.

17. Please set forth any other governmental or non-profit group financial assistance you have applied for (if this is already stated in response to paragraph 15, you need only to state this).

↑

18. Please set forth the total amount that your organization has calculated that needs to be raised to fund the event that is currently not available or expected to be available.

Exact Amount Unknown at this early time.

19. Please attach your proposed budget for the event, showing anticipated income and expenditures.

(Continued on next page)

III. EVENT FINANCING INFORMATION (Continued)

20. Please set forth whether you are requesting payment:

A. (For events of 2 or more consecutive days)

B. (For events only over long periods of time)

(Choose One)

A. within twenty-seven (27) days of all of the following occurring: (i) conclusion of the event; and (ii) the furnishing of: (a) a completed and properly executed County Voucher; and (b) proof (copies of ads, invoices etc- not paid receipts or canceled checks) that the marketing and promotional opportunities were furnished to the County as required under this agreement

OR

B. within twenty-seven (27) days of the occurrence of the first day of an event (where the event is planned to occur over a number of days, weeks or months), a portion of the amount payable equal to the amount expended for promotion and marketing where the County Logo was used as identified in paragraph three (3) of the agreement not exceeding seventy-five percent (75%) of the amount payable under the agreement. The balance of the amount due under this agreement shall be payable at the conclusion of the event upon sponsor furnishing: (i) a completed and properly executed County Voucher and (ii) proof (copies of ads, invoices etc-not paid receipts or canceled checks) that the marketing and promotional opportunities were furnished to the County as required under this agreement.

IV. WARREN COUNTY AGREEMENT INFORMATION

21. Please state whether you will agree to use the Warren County Tourism Logo with website provided by the Tourism Department in all advertisements, promotions and marketing materials distributed for the EVENT where reimbursement is requested and to secure prior approval by Tourism Department for the use and placement of the logo or if use is limited to certain promotional material, please describe where and when the logo will be used.

Please note: Any advertising, promoting and marketing for the EVENT must include the Warren County Tourism logo with website to be reimbursed. Additionally, the sponsor shall provide, at no cost, up to one (1) full page of

advertising as shall be requested by the County Tourism Department for County promotion and/or advertising in the primary program, directory, magazine or other publication used by the sponsor during the event.

22. Please state whether you have read the standard form County Tourist and Development Agreement which includes insurance requirements, and whether you are willing to be bound and execute the same, should the County determine to contract with your organization.
-
-

I hereby certify that the above statements are true, complete and correct to the best of my knowledge and belief.

Mark Donahue
TYPE OR PRINT NAME

Mark A Donahue
SIGNATURE

Vice President
TITLE

2/25/09
DATE

APPLICATION FOR CONTRACT FUNDING WITH
WARREN COUNTY
UNDER THE TOURIST AND CONVENTION DEVELOPMENT AGREEMENT

I. ORGANIZATION AND CONTRACT INFORMATION

1. A. Please set forth your complete corporate, association or group name.
City of Glens Falls
- B. Please set forth the name of the event for which you wish to contract with Warren County.
Glens Falls Western Weekend Festival
- C. Please set forth the contract amount you propose to be paid by the County toward the event.
\$10,000
2. Is the above name the only name you conduct business or fund-raising under? *Yes*
If No, please provide all other names you use for business and fund raising purposes.
3. If your organization incorporated, please provide the state of incorporation and the complete corporate name, if different than set forth above.? *N/A*
4. Please set forth your organizations principal business address:
42 Ridge Street, City Hall, Glens Falls, NY 12801
5. Please set forth your organization's contact person and that person's address and telephone number (this should be the person County representatives may contact for contract information or if there is a need for presentations before County Committees or other questions.)
**Alice Grether, Director of Tourism*
City of Glens Falls
42 Ridge St., City Hall
Glens Falls, NY 12801
518-761-3864 or agrether@cityofglensfalls.com
** Please note: I will be out of town from Feb. 27 – March 6, 2009 and can answer any questions upon my return from March 9 on.*

II. EVENT BACKGROUND

6. Please state the date or dates on which your event is planned to occur and for which you wish to contract with Warren County:
Friday, November 6 and Saturday, November 7, 2009

7. Please set forth the planned location of your event.
Downtown Glens Falls business district including Glen Street, Ridge Street, and Warren Street.

8. Please provide a general description of your event i.e. the nature and type of event and why it is held.

The 19th Adirondack Stampede Rodeo is an event that celebrates the skills of cowboys through rodeo competitions and is sanctioned by the Professional Rodeo Cowboys Association. Their mission is to enrich traditions and values through the love of animals, competition, and the western lifestyle.

To take advantage of an anticipated audience of around 6,000-8,000 people, the City wants to extend the reach of the rodeo during the two days to include a comprehensive "Western Weekend" marketing campaign in tandem with the Downtown Events Committee. Downtown businesses (shops, restaurants and attractions) will offer themed events (square dancing/cowboy music), coupons/discounts, and childrens' programming. To coincide with the Rodeo's Western theme, downtown vendors will be wearing cowboy hats, bandanas, jeans & boots and the streets will be decorated with straw, stalks, and other Western décor.

Because this will be the first time the City/Downtown Events Committee partners with the Rodeo, it does not have any additional monies budgeted and cannot do it without the requested occupancy tax monies. The timing of this event is important to the downtown merchants because it immediately follows Halloween and is just before the gearing up for the Christmas Holidays. We hope to keep that momentum going by bringing visitors to the city who have not been here before so they are enticed to return for holiday shopping and other activities.

9. Please describe what licenses, contracts and/or infrastructure have been or will be arranged for to support the event. *The rodeo has contracted with the Glens Falls Civic Center. The rodeo's strategy also includes contracting with local radio, tv, and newspapers. We want to be able to "piggy back" with their marketing efforts by expanding the focus to downtown for before or after the days of the rodeo. By printing a directory of things to do which will include discount coupons, we want to drive the customer to businesses throughout Glens Falls.*

10. Please set forth the number of attendees projected to attend the event: *6,000-8,000. (These numbers are averaged from previous Rodeo events at the Civic Center.)*

We would use the occupancy tax money to partner with both the Rodeo and the Downtown Events Committee by:

- *printing of coupons, brochures, and other collateral material to "get the word out" before and during the event.*
- *printing of posters distributed throughout Warren, Washington & Northern Saratoga County.*
- *local radio on-location spots*
- *local & regional display print ads*
- *downtown banner will be placed on Glen Street before and during the event.*
- *web site information*

III. EVENT FINANCING INFORMATION

14. Please set forth the total cost anticipated to be borne by your organization as sponsor for the event.

\$10,000

15. Please set forth the funding that has been obtained or is expected to be obtained from the businesses, persons, governmental or non-profit agencies listed (an attachment may be provided instead of listing the same):
Neither the City of Glens Falls nor the Downtown Events Committee has funding for this event. We are looking to the Warren County Occupancy Tax as seed money to begin the process. Please bear in mind that we are not being funded or partnering financially with the Rodeo; we want to "piggy back" with them to create a bigger event with the "Western Weekend" theme.

16. Please set forth how much you expect to raise from admission charges or fees earned from participating vendors.

There will be no admission charge or fees earned from the "Western Weekend" Downtown Glens Falls theme. The benefit will be seen through increased overnight bookings outside of Glens Falls, and increased revenue for the restaurants, shops and attractions.

17. Please set forth any other governmental or non-profit group financial assistance you have applied for (if this is already stated in response to paragraph 15, you need only to state this).

N/A

18. Please set forth the total amount that your organization has calculated that needs to be raised to fund the event that is currently not available or expected to be available. *\$10,000*

19. Please attach your proposed budget for the event, showing anticipated income and expenditures. *\$2,500 for printing of posters/coupons/brochures and distribution; \$5,000 for display/radio advertising; \$2,500 for décor/western product and entertainment.*

III. EVENT FINANCING INFORMATION

20. Please set forth whether you are requesting payment:

- A. (For events of 2 or more consecutive days)
- B. _____ (For events only over long periods of time)

A. within twenty-seven (27) days of all of the following occurring: (i) conclusion of the event; and (ii) the furnishing of: (a) a completed and properly executed County Voucher; and (b) proof (copies of ads, invoices etc- not paid receipts or canceled checks) that the marketing and promotional opportunities were furnished to the County as required under this agreement.

OR

B. within twenty-seven (27) days of the occurrence of the first day of an event (where the event is planned to occur over a number of days, weeks or months), a portion of the amount payable equal to the amount expended for promotion and marketing where the County Logo was used as identified in paragraph three (3) of the agreement not exceeding seventy-five percent (75%) of the amount payable under the agreement. The balance of the amount due under this agreement shall be payable at the conclusion of the event upon sponsor furnishing: (i) a completed and properly executed County Voucher and (ii) proof (copies of ads, invoices etc-not paid receipts or canceled checks) that the marketing and promotional opportunities were furnished to the County as required under this agreement.

IV. WARREN COUNTY AGREEMENT INFORMATION

21. Please state whether you will agree to use the Warren County Tourism Logo with website provided by the Tourism Department in all advertisements, promotions and marketing materials distributed for the EVENT where reimbursement is requested and to secure prior approval by Tourism Department for the use and placement of the logo *or* if use is limited to certain promotional material, please describe where and when the logo will be used.

X We will agree to use the Warren County Tourism Logo

Please note: Any advertising, promoting and marketing for the EVENT must include the Warren County Tourism logo with website to be reimbursed. Additionally, the sponsor shall provide, at no cost, up to one (1) full page of

advertising as shall be requested by the county Tourism Department for county promotion and/or advertising in the primary program, directory, magazine or other publication used by the sponsor during the event.

22. Please state whether you have read the standard form County Tourists and Development Agreement which includes insurance requirements, and whether you are willing to be bound and execute the same, should the County determine to contract with your organization. *YES*

I HEREBY CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE, COMPLETE AND CORRECT TO BE BEST OF MY KNOWLEDGE AND BELIEF.

Name: Alice Grether

Signature: 

Director of Tourism, City of Glens Falls

Date: February 25, 2009

##

**APPLICATION FOR CONTRACT FUNDING WITH
WARREN COUNTY
UNDER THE TOURIST AND CONVENTION DEVELOPMENT AGREEMENT**

I. ORGANIZATION AND CONTACT INFORMATION

1. A. Please set forth your complete corporate, association or group name.

The Foundation for the Advancement of Developmentally Disabled Persons, Inc.

- B. Please set forth the name of the event for which you wish to contract with Warren County.

Truck Convoy - Shawn Shine - Expo

- C. Please set forth the contract amount you propose to be paid by the County toward the event.

\$ 5000.00

2. Is the above name the only name you conduct business or fund raising under?

Yes No . If No, please provide all other names you use for business and fund raising purposes.

Prospect Foundation - Prospect Child & Family Center

3. If your organization is incorporated, please provide the state of incorporation and the complete corporate name, if different than set forth above.

New York

4. Please set forth your organization's principal business address.

133 Aviation Road

Queensbury NY 12504

5. Please set forth your organization's contact person and that person's address and telephone number (this should be the person County representatives may contact for contract information or if there is a need for presentations before County Committees

or other questions).

Tina M. Kelly
133 Aviation Road
Queensbury NY 13804
(518) 798-0170

II. EVENT BACKGROUND INFORMATION

6. Please state the date or dates on which your event is planned to occur and for which you wish to contract with Warren County.

June 13, 2009

7. Please set forth the planned location of your event.

Lake George, NY

8. Please provide a general description of your event i.e. the nature and type of event and why it is held.

Truck Convoy - Canada Street

Show n' Shine - Fort William Henry Museum

Kypa - Beach Road

9. Please describe what licenses, contracts and/or infrastructure have been or will be arranged for to support the event. NYS Police & Warren County Sheriff

DOT, DEC Permits

Special Events - Public Assemblage Permit
Village of Lake George

10. Please set forth the number of attendees projected to attend the event.

3000 - 5000 attendees

(Continued on next page)

11. Please state whether this is a one-time event in Warren County or whether you plan future events.

Yearly Event

12. Please set forth the number of hotel, motel, inn, bed and breakfast or other overnight accommodations anticipated or projected and the length of stay is anticipated. If your organization has previously received funding from the County, please attach the written report previously provided to the County which provided an estimate of the number of attendees to the event each day, together with a listing of the number of people from each zip code obtained each day of the event. If your organization was not previously required to furnish this report, and did not collect zip codes, please attach a written report which provides an estimate of the number of attendees and where the attendees may have resided to the best of your ability. Please feel free to use such qualifications to your information as you may feel necessary.

150-200 Overnight Accommodations

13. Please set forth the marketing and advertising that is planned to occur. Please state, particularly the planned marketing and advertising areas (specify local, regional, state, national etc).

State - Distribution of Flyers/Registration Forms
Local/Regional - PSA / Newspaper Advertisements
Event Website

III. EVENT FINANCING INFORMATION

14. Please set forth the total cost anticipated to be borne by your organization as sponsor

for the event.

See attached list of expenses

15. Please set forth the funding that has been obtained or is expected to be obtained from the businesses, persons, governmental or non-profit agencies listed (an attachment may be provided instead of listing the same):
- \$ 2000 - Village of Lake George
\$ 2000 - Town of Lake George
General Sponsorship - Businesses
16. Please set forth how much you expect to raise from admission charges or fees earned from participating vendors.
- \$ 2500 - Vendors
\$ 3000 - General Registration
17. Please set forth any other governmental or non-profit group financial assistance you have applied for (if this is already stated in response to paragraph 15, you need only to state this).
- Responded in Paragraph 15
18. Please set forth the total amount that your organization has calculated that needs to be raised to fund the event that is currently not available or expected to be available.
- \$ 21,425.00
19. Please attach your proposed budget for the event, showing anticipated income and expenditures.

(Continued on next page)

III. EVENT FINANCING INFORMATION (Continued)

20. Please set forth whether you are requesting payment:

A. x (For events of 2 or more consecutive days)

B. _____ (For events only over long periods of time)

(Choose One)

A. within twenty-seven (27) days of all of the following occurring: (i) conclusion of the event; and (ii) the furnishing of: (a) a completed and properly executed County Voucher; and (b) proof (copies of ads, invoices etc-not paid receipts or canceled checks) that the marketing and promotional opportunities were furnished to the County as required under this agreement

OR

B. within twenty-seven (27) days of the occurrence of the first day of an event (where the event is planned to occur over a number of days, weeks or months), a portion of the amount payable equal to the amount expended for promotion and marketing where the County Logo was used as identified in paragraph three (3) of the agreement not exceeding seventy-five percent (75%) of the amount payable under the agreement. The balance of the amount due under this agreement shall be payable at the conclusion of the event upon sponsor furnishing: (i) a completed and properly executed County Voucher and (ii) proof (copies of ads, invoices etc-not paid receipts or canceled checks) that the marketing and promotional opportunities were furnished to the County as required under this agreement.

IV. WARREN COUNTY AGREEMENT INFORMATION

21. Please state whether you will agree to use the Warren County Tourism Logo with website provided by the Tourism Department in all advertisements, promotions and marketing materials distributed for the EVENT where reimbursement is requested and to secure prior approval by Tourism Department for the use and placement of the logo or if use is limited to certain promotional material, please describe where and when the logo will be used.

Event Posters- Program- Signs
Newspaper Ads - T-Shirts - Event Website

Please note: Any advertising, promoting and marketing for the EVENT must include the Warren County Tourism logo with website to be reimbursed. Additionally, the sponsor shall provide, at no cost, up to one (1) full page of

advertising as shall be requested by the County Tourism Department for County promotion and/or advertising in the primary program, directory, magazine or other publication used by the sponsor during the event.

22. Please state whether you have read the standard form County Tourist and Development Agreement and whether you are willing to be bound and execute the same, should the County determine to contract with your organization:

I have read the County Tourist
and Development Agreement.

I hereby certify that the above statements are true, complete and correct to the best of my knowledge and belief.

A. Larrie Gouge
TYPE OR PRINT NAME

Arthur Larrie Gouge
SIGNATURE

Executive Director
TITLE

2/24/09
DATE

Judy A. Carey

Judy A. Carey
Notary Public, State of New York
Qualified in Warren County
No. 01CA6131872
Expires August 22, 2009

SPONSOR

By Arthur Jamie Gray

Date 2/25/09

STATE OF NEW YORK)
) ss.:
COUNTY OF WARREN)

On the 25th day of February, in the year 20 , before me, the undersigned, a Notary Public in and for said state, personally appeared Frederick H. Monroe, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or person upon behalf of which the individual(s) acted, executed the instrument

Judy A. Carey
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF WARREN)

Judy A. Carey
Notary Public, State of New York
Qualified in Warren County
No. 01CA6131872
Commission Expires August 22, 2009

On the ____ day of _____, in the year 20 __, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or person upon behalf of which the individual(s) acted, executed the instrument

Notary Public

**WARREN COUNTY TOURIST & CONVENTION DEVELOPMENT
MARK ANTHONY ENTERTAINMENT
PROPOSAL FOR FUNDING**

1. The Promotional Opportunity:

- Rather than a one-time-only event, the project is an ONGOING, WEEKLY, TELEVISION SERIES, which will provide continuous and extensive exposure for Warren County
- The series is called "ADIRONDACK HAUNTS" and features two local personalities associated with our area: writer/author/lecturer DAVID PITKIN and well known psychic medium WILLIAM CONSTANTINE.
- The series will be of interest to viewers in that it combines the unusual, mystifying and "haunting" stories of the history, people, places and events of the region with the twist of "psychic" and "paranormal" explanations of those stories.
- Each episode will be produced ON LOCATION at various locales in the towns and surrounding regions of Warren County. Initial episodes to be produced in Lake George, Whitehall, Elizabethtown and Hague.

2. The Marketing Strategy:

- Produce thirteen (13) original episodes.
- Secure broadcast airtime, initially, on Albany network affiliated station(s) through the purchase of time slots.
- Air the series over 26 weeks, airing the 13 original episodes and then repeating them.
- Target launch date of May 1, 2009 (pending availability of funding).
- Simultaneous to the launch of the series on Albany station, look to distribute the series for airing to other local markets whose viewers would entertain Warren County as a tourist destination (e.g. VT, CT, MA, NH, other NY markets). Also, present the series to national cable networks for airing, as well as other broadcast outlets such as PBS.
- Look to secure sponsors/advertisers for the commercial time within each telecast. These revenues can be returned to the County Tourism up to the amount of funding provided.

3. Potential Audience:

- While any specific numbers of viewers cannot be known, the following provide some idea as to the potential number of viewers (potential tourists) who can be reached through this television series, just through the Albany stations alone:
 - *There are 890,000 TV homes and 2.1 million people (1.7M Adults 18+) in the Albany-Schenectady-Troy television market. Projecting a 1.0 rating, "Adirondack Haunts" would be seen in over 9000 homes and by 17,000 adults EACH WEEK. This is based upon an early morning weekend time slot. With stronger time slots and more than one weekly telecast, these numbers would increase significantly.
- Additional viewers can be reached through potential broadcast in adjacent markets through local commercial stations and PBS stations, well as through regional and national cable networks. Series dealing with "ghosts" and paranormal subject matter air on such cable networks as SciFi Network, Travel Channel, A&E and others. These national cable networks are accessible by over 80M television homes.
- Other exposure through press releases, printed articles, promotional materials, etc (perhaps through "barter" or "trade" arrangements) will further contribute to attracting potential tourists.

4. Benefits to Warren County Tourism:

- The series will air weekly over 26 weeks, providing weekly promotion for Warren County through the telecasts and by driving them to the Tourism website.
- Each telecast will include exposure for Warren County through a variety of elements including: the locales at which the episodes are produced; :30 commercial spots; :10 promotional considerations; specially produced "product placement" segments highlighting all that WC has to offer; voice-overs such as "funding provided by WC Tourism;" exposure of the WC website address to drive viewers to the website.
- The opportunity to recoup the funding monies provided through advertiser/sponsor sales, and sales of DVDs of the shows (in-store and via the WC Tourism website)
- Once the episodes are produced, they can be relicensed over and over to broadcast outlets throughout the country, generating additional exposure to potential tourists for months and years to come. The series can be offered to local stations and cable networks.
- Warren County Tourism to be included in all press/publicity for the series.
- To reiterate an important point; this is not a one-time-only event that comes and goes, but an ongoing promotional vehicle which is both entertaining and informational and will attract viewers, thus providing exposure to potential tourists over a long period of time.

5. Funding Requested:

- Mark Anthony Entertainment is requesting a total of \$30,000 (thirty thousand).
- This amount covers production of 13 episodes (including all facets of producing completed, ready-to-air episodes, talent, FCC mandated closed-captioning, title search, travel costs); marketing including sales materials, demo tapes, press and publicity; physical distribution of episodes; commercial integration; distribution to, and time buys on, broadcast outlets; ad sales efforts to secure sponsors/advertisers; copyright/trademark/title clearance.
- This amount will cover the initial cost to produce ten (10) episodes at a cost of \$2000 per episode, station time purchase for 10 weeks at a cost of \$500 per week, and sales, marketing and distribution fees of \$1500 per month for the first four months of activity. During this time, episodes will air, with sponsor commercials, and these revenues will be used to fund production of remaining episodes, purchase of airtime for the balance of the 26 weeks, and any additional costs.
- WC will recoup its initial funding from any revenues generated, after all costs are covered.
- Any remaining dollars (profits) can be shared with WC.

6. Additional Information

- Tony Intelisano is President and Owner of Mark Anthony Entertainment, a company which develops, markets and distributes television programming to broadcast outlets around the country. He began the company in 1998.
- His background includes over thirty years in the television industry, having held top level management positions at several major television distribution companies. Among the many programs he has launched into the marketplace is "BAYWATCH," one of the most popular programs in television history.
- He is currently involved in a major, multi-media, national initiative to teach kids about money and financial literacy, THE CENTSABLES." The initiative involves a number of components, the most important being a "Banking for Kids" Savings Program which is currently being licensed to banks and credit unions around the country.
- Tony's contact information is:
Tony Intelisano
441 Lockhart Mtn Rd, #25
Lake George, NY 12845
518 668-2154
tonymae@roadrunner.com

David J. Pitkin's

Adirondack Haunts

ADIRONDACK HAUNTS is a weekly, half-hour series which depicts the unusual, intriguing, mystifying and sometimes "haunting" stories of people, places and events with the Adirondack Mountains and it's rich history as it's backdrop. Each episode will be shot on location throughout the region.

Episodes of the series will include:

Who really is the woman at the top of the stairs at Skene Manor?

What do the lights shining from the depths of Raquet Lake have in common with the disembodied footsteps heard upstairs in the rectory of the old parsonage?

ADIRONDACK HAUNTS features two well-known, nationally known personalities:

***DAVID PITKIN** is a noted author and lecturer who has written about and related fascinating stories in his books and lectures, as told to him throughout the years by those who witnessed and experienced them. Among his many books are:

***WILLIAM CONSTANTINE** is an internationally acclaimed psychic medium, speaker and syndicated columnist. He has appeared on numerous television and radio programs and is the author of the widely popular column, "Insights Into the Afterlife," which appears within the pages of **TAPS PARAMAGAZINE**, the official magazine for Sci-Fi network's popular series, "Ghost Hunters."



What makes "**ADIRONDACK HAUNTS**" appealing to viewers is the "twist" which William brings to each episode. After David relates the details of each story, again understanding that each story has been passed down for generations and told to him through others, William then visits the premises, unaware of any of the history, persons, or events involved. Using his spiritual intuitive and paranormal abilities, William will "confirm" or "disprove" the "facts" of each case, and offer his own explanations as to the surrounding circumstances. In the end, it is the viewers who gets to decide: are the events which David depicts actually as they were? Or were there unseen, unexplained paranormal phenomena which William experiences which will leave us wondering--what really happened?

ADIRONDACK HAUNTS--13 30-MINUTE EPISODES

AVAILABLE FALL 2009

Produced by HojoGraphix, distributed by Mark Anthony Entertainment.
For more information, contact Tony Intelisano at 518 668-2154 or e-mail at tonymae@roadrunner.com

ADIRONDACK HAUNTS STORYLINES/LOCALES

1. SKENE MANOR/WHITEHALL

In the early 1770's, war was brewing between the Colonies and England. British Colonel Philip Skene and his wife Katherine lived on the property which is now Skene Manor. Katherine begged her husband to, upon her death, have her body returned to England as her final resting place. She passed and Philip buried her on the premises. But the revolution was upon him, and he fled to Canada before fulfilling his promise. Is it Katherine who has since been seen at the top of the stairs at this old, elegant manor?

2. FT. WILLIAM HENRY/LAKE GEORGE

The famous fort built by the British in 1755 to protect the southern shores of Lake George against the invading French was conquered and burned to the ground by General Montcalm. Are the apparitions seen by workers today the unsettled ghosts of those soldiers lost in battle?

3. BRIGHTSIDE/LONG POINT

In 1884, Joseph and Mary Agnes Bryere built a large, elegant, guest house on the shores of Racquette Lake called "Brightside." Passed on to their daughter and later sold, the new owner and the estate's guests continue to experience spirits of the past.

4. GHOSTS OF THE ASYLUM/BOLTON LANDING

A ruin once known as "Tratelja," built by Dr Carl Nordstrom in 1907 in the secluded area of the Adirondack forest, was later purchased by two doctors. Among the strange events which still take place is the "presence" of a blonde lady.

5. STONELEIGH/ELIZABETHTOWN

In 1865 famous lawyer Francis Smith came from New England and took up residence in this beautiful old castle called "Stoneleigh." He later became President of the New York State Bar Association. New owners modified the manor in 1951 and the manor was resold in 1969. To this day, unexplained sounds, events and apparitions are still reported.

6. ICE COLD/RACQUETTE LAKE

What do the lights shining from the depths of Racquette Lake have in common with the disembodied footsteps heard upstairs in the rectory of the old parsonage?

7. CHARLOTTE/ASSEMBLY POINT

A renovated camp located in this beautiful area off of Lake George has had major renovations done by its owner--and became home to the "spirit" of a young girl named "Charlotte."

From: tony intelisano <tonymae@roadrunner.com>
Subject: **David Pitkin's Books**
Date: January 25, 2009 11:21:44 AM EST
To: tonymae@roadrunner.com
1 Attachment, 0.1 KB

Hi Tony: Things are looking up (said the man in his coffin 😊). Attached is a list of books that I've written on ghosts. Keep me posted.

Saratoga County Ghosts (now out of print, replaced by...)
Haunted Saratoga County
Ghosts of the Northeast (NYS, Each New England State, and Canada)
NY State Ghosts, Vol. 1
NY State Ghosts, Vol. 2

Also have written an Adirondack theme metaphysical novel: The Highest Mountain: Death & Life in the Adirondacks.

Currently working on New England Ghosts (sched. for pub. in summer 2010)

...om
...?" to
...e would
...soldiers."
...aughing and
...more intense.



GE'S
George 668-5482

RIB
FOOD

WORLD

Saratoga Rose Inn & Restaurant

*** Times Union ***

Ghost Story Dinner

with David Pitkin
Sun. Feb 22nd @ 6:00pm
\$15 per person - tax & tip

The Warm Place Tavern • Sun. Evening Dinner @ 5:20

Mid-Week Room Special

Sunday through Thursday nights
from \$99/night
fireplaces, hot-tubs, full breakfast
from March 2nd through April 30th

Psychic Medium William Constantine

Internationally Acclaimed Psychic Medium, Psychic Intuitive, Psychic Detective, Keynote Speaker, Syndicated Columnist, Celebrity Psychic, Media Personality, Radio Show Host

Who is William Constantine?



Born an Indigo Child, of the Star Child Evolution, William has ascended into the ninth dimension of consciousness - which is also considered Full Christ Consciousness. He continues to raise his vibration and consciousness level aiming for the thirteenth dimension which is Universal Consciousness.

Some of the personal experiences that William has been blessed with are foster care system, enduring a 2 ½ year molestation, the tragic loss of his grandparents, the loss of his birth mother to AIDS, being homeless for a duration more than once, divorce/separation, and so much more. All of this by the age of 26!

William is far from throwing himself a Pity Party! Instead, he seems to be empowered by these experiences – and devotes his life to sharing his message of love and healing to the world!

With his message of unity – “We are all one. There is nothing that separates us – except whatever illusion we choose to create. We are all GOD and thus we are all love. Love is all there is anything else is an illusion.”

As a Psychic, William, has been included in the, Akashic Who’s Who of Psychics and Mediums, as well as, The Best Psychic Medium Directory. He has made astoundingly accurate predictions; the release of John Mark Karr, OJ Simpson’s acquittal, Michael Jackson’s vindication, that both an African American and a Woman would run for presidency (made in ‘06), and countless others.

He is the author of the widely popular column, Insights into the Afterlife, within the pages of TAPS PARAMAGAZINE - the official magazine for Sci-Fi’s Ghost Hunters. His charisma has lead to many guest appearances which includes both with TV and radio stations such as ABC affiliate, WTNH Channel 8 in CT, and Kix 97.9 in Springfield, MA. He has been featured on Sirius Radio’s The Good Life Show and Sirius Out Q In the Morning. Some print appearances include; The Register Citizen, Kula Magazine, Aquarius Magazine, and Hartford Magazine.

William hosts Divine Awakening - a radio show that is designed to help you with the shift in consciousness, learn about the universal laws, and your true potential.

He has lectured at numerous Metaphysical and Whole Health Expo’s. He recently filmed two online courses for The Learning Annex. It has been through his writings and teachings he has been dubbed a living *luminary*.

TABLE 5 - TV HOUSEHOLDS AND IN-TAB DIARY HOUSEHOLDS BY SAMPLING AREA

ADJ DMA CHTY	COUNTY & STATE	EST. TV	CABLE TV	ADSTV	IN-TAB
		HRLDS	HRLDS %	HRLDS %	DIARY
		JAN. 2009	NOV 2008	NOV 2008	NOV 2008
D	BERKSHIRE NY	54,410	73	23 C	61
	FRANKLIN NY	29,490	65	28 C	83
	CHESHIRE NY	29,950	81	30 C	
ND	ALBANY NY	124,180	86	6 B	197
D	COLUMBIA NY	25,040	58	30 C	24
	DELAWARE NY	18,730	54	41 D	68
#1	DUTCHESS NY	104,230	89	A	
#2	ESSEX NY	15,090	53	37 D	40
D	FULTON NY	22,440	74	21 D	34
D	GREENE NY	19,060	60	31 D	18
D	HAMILTON NY	2,280	38	55 D	5
D	MONTGOMERY NY	19,950	70	22 B	20
#3	OTSEGO NY	23,610	59	33 D	81
ND	RENSSELAER NY	62,020	76	14 B	84
ND	SARATOGA NY	85,980	87	7 B	125
ND	SCHENECTADY NY	61,450	83	5 B	92
ND	SCHORLIE NY	12,540	38	47 B	22
#1	ULSTER NY	89,160	92	8 C	
D	WARREN NY	28,400	80	15 C	35
D	WASHINGTON NY	24,210	60	38 C	38
D	BENNINGTON VT	14,780	63	32 D	24
#2	RUTLAND VT	25,970	49	43 C	59
	WINDHAM VT	17,830	49	51 D	
NETRO TOTAL		346,170	82	9	520
DMA TOTAL		556,750	76	15	777
NSI AREA TOTAL		890,840	77	17	1,108
#1 = NEW YORK					
#3 = UTTICA					
#2 = BURLINGTON-PLATTSBURGH					

NOTE: VIEWING IN ADJACENT DMA'S IS NOT LIMITED TO NSI AREA COUNTIES IN TABLE 5. THE ABOVE LIST OF COUNTIES DOES NOT NECESSARILY REPRESENT ENTIRE AREA FOR WHICH VIEWING OCCURS TO STATIONS IN THIS MARKET. SEE INSIDE BACK COVER FOR FURTHER STATION TOTAL AREA DESCRIPTION.

890,000 TV Homes in the market
 2,100,000 Person " " "
 1,700,000 Adults 18+

TABLE 6 - SAMPLE SIZES: PERSONS IN-TAB SAMPLE CHARACTERISTICS BY REPORTED BREAKS

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
	DIARY	DIARY	DIARY	DIARY	DIARY	DIARY	DIARY	DIARY
	IN-TAB	IN-TAB	IN-TAB	IN-TAB	IN-TAB	IN-TAB	IN-TAB	IN-TAB
	SAMPLE	SAMPLE	SAMPLE	SAMPLE	SAMPLE	SAMPLE	SAMPLE	SAMPLE
	SIZE	SIZE	STANDARD	EST.	SIZE	SIZE	SIZE	SIZE
			ERROR	(%)				
DESIGNATED MARKET AREA								
TOTAL TV HOUSEHOLDS	777	856	1.00	557				
TOTAL PERSONS (2+)	1812	655	1.00	1286			233	250
TOTAL PERSONS (18+)	1486	713	.96	1042			187	184
TOTAL PERSONS (12-24)	221	131	2.24	230			41	48
TOTAL PERSONS (18-34)	666	287	1.57	401			72	80
TOTAL PERSONS (18-49)	578	347	1.38	298			63	59
TOTAL PERSONS (18-54)	868	376	1.32	577			104	114
TOTAL PERSONS (21-49)	828	350	1.37	522			94	103
TOTAL PERSONS (25-54)	849	494	1.15	552			99	107
TOTAL PERSONS (35+)	908	520	1.12	748			134	135
TOTAL PERSONS (35-64)	842	384	1.34	552			98	102
TOTAL PERSONS (50+)	618	539	1.10	465			83	80
WOMEN: TOTAL (18+)	772	608	1.14	542			97	100
12-24	104	75	2.85	114			20	22
18-34	296	167	1.88	149			27	29
18-49	437	264	1.58	293			53	57
21-49	421	249	1.62	266			48	52
25-49	376	241	1.65	231			41	45
25-54	436	291	1.50	282			51	54
25-64	568	403	1.28	370			68	69
50+	335	273	1.55	249			45	43
WORKING WOMEN #	411	338	1.39	252			45	47
MEN: TOTAL (18+)	714	519	1.12	489			80	84
18-34	282	182	1.80	147			26	30
18-49	431	295	1.49	284			51	57
21-49	407	271	1.58	258			48	51
25-49	380	264	1.58	221			40	44
25-54	413	300	1.48	270			48	53
25-64	521	385	1.30	353			63	67
TEENS: TOTAL (12-17)	88	47	3.74	105			19	21
GIRLS	42	25	5.15	51			9	10
CHILDREN: TOTAL (2-11)	238	94	2.64	150			27	35
6-11	109	53	3.51	92			17	21
NSI AREA								
TOTAL TV HOUSEHOLDS	1108		1.00	891	30	1081		
TOTAL PERSONS (2+)	2632		2.33	2107	78	1118	237	250
TOTAL PERSONS (18+)	2107		1.79	1694	62	1215	180	184
TOTAL PERSONS (12-24)	291		.92	377	13	228	42	46
TOTAL PERSONS (12-34)	837		1.13	648	23	449	73	80
TOTAL PERSONS (18-34)	720		.74	476	16	569	53	59
TOTAL PERSONS (18-49)	1135		1.37	934	31	631	105	114
TOTAL PERSONS (21-49)	1081		1.29	844	27	586	95	103
TOTAL PERSONS (25-54)	1130		1.14	895	31	836	101	107
TOTAL PERSONS (35+)	1381		1.50	1217	45	897	137	135
TOTAL PERSONS (35-64)	866		1.33	908	34	634	102	102
TOTAL PERSONS (50+)	866		.92	760	31	935	85	80
WOMEN: TOTAL (18+)	1084		1.10	850	31	864	89	100
12-24	137		.60	188	6	131	21	22
18-34	369		.53	239	7	275	27	29
18-49	569		.83	474	14	443	53	57
21-49	549		.78	430	13	417	48	52
25-49	490		.68	372	12	403	42	45
25-54	587		.78	457	16	494	51	54
25-64	788		.85	602	22	688	68	69
50+	525		.69	406	17	469	46	43
WORKING WOMEN #	571		.63	416	17	590	47	47
MEN: TOTAL (18+)	1007		1.01	814	30	888	81	94
18-34	351		.50	237	10	301	27	30
18-49	566		.76	460	17	495	52	57
21-49	532		.72	414	14	453	46	51
25-49	471		.63	356	13	441	40	44
25-54	543		.72	438	15	506	49	53
25-64	714		.83	575	22	659	65	67
TEENS: TOTAL (12-17)	117		.69	171	7	83	19	21
GIRLS	58		.47	84	4	44	9	10
CHILDREN: TOTAL (2-11)	314		.71	242	10	160	27	35
6-11	145		.58	149	4	90	17	21
NETRO AREA								
TOTAL TV HOUSEHOLDS	520	435	1.00	346				
DNA TV HOUSEHOLDS BY WEEK								
1	177	149						
2	189	168						
3	213	179						
4	188	168						
DNA GROUP QUARTERS RESIDENTS *								
TOTAL				57				
COLLEGE DORMITORY (18-24)				20				
* GENERALLY EXCLUDED FROM PERSONS PROJECTIONS. SEE LOCAL REFERENCE SUPPLEMENT.								
# 30 or more hours per week.								

TABLE 7 - MINIMUM REPORTING STANDARDS & RELATED

See the Local Reference Supplement.

Audience estimates are computed separately for each week. Reported multi-week averages are the average of the appropriate individual week audience estimates. Some of the above counties may have been combined for projecting individual week audience estimates. Viewing among the households in the in-tab sample for all counties that are combined are projected to the Total TV Households for the combined counties. These county groupings are available upon request.

M = Metro County; D = Designated Market Area County (for definition, see Section II).
 † See Local Reference Supplement for explanation of County Size.

**WARREN COUNTY TOURIST AND CONVENTION DEVELOPMENT
AGREEMENT**

THIS AGREEMENT made by and between the COUNTY OF WARREN, a municipal corporation and political subdivision established under the Laws of the State of New York, having its principal offices and place of business located at the Warren County Municipal Center with a mailing address of 1340 State Route 9, Lake George, New York 12845 (the "COUNTY"), and MARK ANTHONY ENTERTAINMENT an CORPORATION formed under the laws of the State of New York, having its principal office and place of business located at 441 LOCKHART MTN RD #25 LAKE GEORGE, New York 12845, (hereinafter called the "SPONSOR").

RECITALS

1. SPONSOR desires to hold PRODUCE, MARKET AND DISTRIBUTE A TELEVISION SERIES ^{FEATURING} in Warren County, New York, during MAY-NOV of 2009 (hereinafter called the "EVENT").
2. The COUNTY has established a tourist and convention development program whereby the COUNTY will provide funding for certain qualifying conventions, events, trade shows and other directly related and supporting activities.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS AND COVENANTS CONTAINED HEREIN THE PARTIES AGREE AS FOLLOWS:

1. EVENT

SPONSOR represents and agrees that it shall hold PRODUCE, MARKET + DISTRIBUTE A TELEVISION SERIES ^{FEATURING} in Warren County, New York, commencing ^{ON/ABOUT} the 1ST day of MAY, 2009 and continuing thereafter for a period of 26 ~~day(s)~~ week(s) in 2009.

2. EVENT ARRANGEMENTS

The SPONSOR represents and warrants that:

- A. the following licenses, contracts and/or infrastructure has been or will be arranged for to support the EVENT (include other governmental or non-profit group commitments):

PRODUCTION OF 13 30 MINUTE EPISODES, EACH

FEATURING A LOCALE IN WC, SHOT ON LOCATION. SERIES

IS CALLED "ADIRONDACK HAUNTS" (SEE ATTACHED)

- B. As of the time the application was filed for funding under this contract, the

following funding had been obtained from the businesses, persons or governmental or non-profit agencies listed :

-0-

- C. The number of ^{potential viewers/tourists} attendees is projected to be about 17,000+ per week
- D. the number of hotel, motel, inn, bed and breakfast or other overnight accommodations is anticipated or projected to be _____ and the length of stay is anticipated to be _____;
- E. the following marketing and advertising is planned to occur in the following markets and areas (specify local, regional, state, national etc):

TELECASTS INITIALLY ON ALBANY NETWORK AFFILIATED STATION(S).

SUBSEQUENT TELECASTS TARGETED FOR SURROUNDING MARKETS

(e.g. VT, CT, MA, NH, NY cities) AND NATIONAL/REGIONAL CABLE NETWORKS

- F. the total cost to be borne by SPONSOR for the EVENT is \$ -0-;
- G. the total amount that SPONSOR has calculated that needs to be raised to fund the EVENT that is currently not available or expected to be available is \$ 30,000 (THIRTY THOUSAND)

3. PROMOTIONAL AND MARKETING CONSIDERATION FOR COUNTY

- A. The SPONSOR shall use the Warren County Tourism Logo with website provided by the Tourism Department in all promotional and marketing distributed for the EVENT where reimbursement is requested. The use and placement of the logo shall be first approved by the Tourism Department. Any advertising, promoting and marketing for the EVENT must include the Warren County Tourism logo with website to be reimbursed.
- B. The Sponsor shall provide, at no cost, up to one (1) full page of advertising as shall be requested by the County Tourism Department for County promotion and/or advertising in the primary program, directory, magazine or other publication used by the Sponsor during the event.

4. PERFORMANCE REPORT

The Sponsor shall use reasonable efforts to collect home zip codes from those in attendance ^{web addresses} ~~at the event funded~~ hereunder. The Sponsor shall provide to the County a written report which ^{of the programs}

viewers/potential tourists
provides an estimate of the number of attendees to the event each day together with a listing of the number of people from each zip code obtained each day of the event. Reasonable efforts to collect the information requested hereunder shall be deemed to have been made if the Sponsor has at least one person at each entrance to the event attempting to collect zip codes.

5. COUNTY FUNDING

In consideration of the:

- A. marketing and promotional opportunities,
- B. the benefit to be derived by the communities, businesses and residents of Warren County
- C. the terms of this agreement;
- D. to provide an incentive to the SPONSOR to hold the EVENT in Warren County, and
- E. the performance report,

the COUNTY shall pay the sum of \$ _____ to SPONSOR for use in offsetting expenses for the EVENT. Such sum shall be payable, as follows :

[SELECT ONE OF THE FOLLOWING]

provided the event has occurred and concluded, within twenty-seven (27) days of the time of SPONSOR furnishes to the COUNTY: (i) a completed and properly executed COUNTY Voucher ; (ii) proof (copies of ads, invoices etc- not paid receipts or canceled checks) that the marketing and promotional opportunities were furnished to the COUNTY as required under this agreement; (iii) the performance report; and (iv) copies of receipts or other proof of expenditures (including copies of ads if such are submitted under section (ii) hereof), Sponsor has submitted or will submit to any other municipality (Town, Village or City) for reimbursement of costs associated with the event funded under this agreement. (Note: that you may not submit the same receipts to the County and another municipality for reimbursement.)

OR

within twenty-seven (27) days of the occurrence of the first day of an EVENT that is planned to occur over a number of days, weeks or months, a portion of the amount payable under this agreement equal to the amount expended for promotion and marketing where the County Logo was used as identified in paragraph three (3) of this agreement not exceeding seventy-five percent (75%) of the amount payable under this agreement. The balance of the amount due under this agreement shall be payable at the conclusion of the EVENT upon SPONSOR furnishing (i) a completed and properly executed COUNTY Voucher ; (ii) proof (copies of ads, invoices etc-not paid receipts or canceled

checks) that the marketing and promotional opportunities were furnished to the COUNTY as required under this agreement and iii) the performance report.

6. COUNTY LIMITATION OF RESPONSIBILITY

- A. SPONSOR acknowledges and agrees that the COUNTY other than providing the funding herein above described does not make any representations concerning: the adequacy, availability or suitability of the area, hotels, restaurants, attractions, entertainment venues, recreational opportunities, environment, roads, utilities, weather or any other matter of any kind or nature with regard to SPONSORS' EVENT . It is understood and agreed that these are matters that SPONSOR must undertake to examine and determine whether such is suitable, adequate, available or otherwise acceptable to SPONSOR. SPONSOR acknowledges that by execution of this agreement that it has made or has through the use of third party contractors have made such study, review, inspections and/or inquiries as it deemed necessary and is satisfied with regard to these issues.
- B. The COUNTY shall not be required to furnish any services or do any work under this agreement.
- C. Any and all other costs associated with the EVENT or SPONSOR's members in attending the EVENT shall, accordingly, be the responsibility of SPONSOR and/or its members. The COUNTY shall not be responsible for the payment of any and all consultant, broker or other services that may have been requested and agreed to by the SPONSOR.
- D. Nothing contained herein shall be deemed to change or limit the COUNTY's governmental responsibilities or obligations that are furnished to the general public.
- E. The provisions of this agreement shall not be construed to create a joint venture or partnership between the parties.

7. SPONSOR OBLIGATIONS

- A. The SPONSOR shall be responsible for the payment of any and all consultant, broker or other services that may have been requested and agreed to by the SPONSOR in connection with the selection of Warren County as the EVENT site.
- B. The SPONSOR shall coordinate the issuance of all licenses and permits required and ensure that all applicable licenses and permits and insurance certificates have been issued and acquired. The SPONSOR shall further ensure that all licenses or permittees have obtained required insurance coverage and submitted proof of such coverage at least ten (10) days prior to the EVENT. The SPONSOR shall have the obligation of compliance with

Federal, State and Local Laws in connection with the EVENT and activities occurring in connection therewith.

- C. In the event the SPONSOR or any guest or member of the public shall cause any damage to municipal property, the SPONSOR shall at its own expense and cost repair the premises and restore to the same condition as existed prior to the damage. Such repair and restoration shall be subject to approval and direction of the COUNTY or if applicable, such other governmental body or agency with control or ownership of the infrastructure so damaged.
- D. All garbage, refuse and debris resulting from the EVENT and other activities authorized by the SPONSOR shall be removed and properly disposed of by SPONSOR or the Vendors or SPONSORS of the other activities.
- E. The SPONSOR shall supply any necessary employees, workers and agents as may be necessary to support EVENT and activities in connection therewith.
- F. Any and all services, facilities, infrastructures and other costs associated with the EVENT or SPONSOR's members in attending the EVENT shall be the responsibility of SPONSOR and/or its members.

8. RULES/REGULATIONS

SPONSOR acknowledges and agrees that it will abide by and advise its members to abide by applicable local laws, rules and/or regulations of any local municipality or property owner with jurisdiction where the EVENT is held.

{OPTIONAL CLAUSE -DELETE AND RENUMBER IF NOT USED}

9. SCHEDULED TERMINATION AND SPECIAL TERMINATION RIGHTS-BOTH PARTIES

- A. The scheduled termination of this agreement is following the _____. After this date this agreement will be considered ended and the parties shall have no obligation whatsoever to continue with this agreement or participate with the holding of the EVENT in Warren County.
- B. After the EVENT for _____ and on or before September 1st of each year during the term of this agreement, either party shall have the right to terminate this agreement with no further obligation or liability of any kind or nature to continue to perform hereunder, provided the party desiring to terminate this agreement gives written notice to the other party, not later than September 1st of each year specifying the reasons for termination. The reasons for termination must be based upon some problem or difficulty with continuing to hold the EVENT in Warren County and may include but not be

limited to costs, financial inability to pay costs related to the EVENT, legal issues or concerns, insurance costs or ability to acquire insurance, public safety concerns, lack of adequate facilities such as hotels or restaurants, failure on the part of the other party to adequately perform the terms of this agreement or other like reasons. The reason may not be solely due to either party receiving better terms for, in the case of the SPONSOR, holding the EVENT elsewhere or, in the case of the COUNTY, supporting another EVENT.

10. DEFEND, INDEMNIFY AND HOLD HARMLESS

_____ The SPONSOR and all participating organizations authorized or organized by Sponsor shall defend, indemnify and hold the COUNTY harmless from and against any and all liability, damage, causes of action, claims, suits, penalties or judgments arising from injury to persons or property or from loss of life or property sustained by anyone whosoever arising as a result of the EVENT activities of SPONSOR or the EVENT activities of Third party vendors, clubs or invitees of SPONSOR or authorized by SPONSOR which shall occur by reason of the negligent acts or wrongful acts, errors, omissions, negligence, incompetence, malfeasance and misfeasance of the SPONSOR and/or its authorized third party vendors, clubs or invitees .

11. INSURANCE

_____ The SPONSOR shall, during the term of this Agreement, provide and maintain or cause to be provided and maintained a comprehensive general liability EVENT insurance naming the COUNTY as additional insured in the amount of not less than One Million Dollars (\$1,000,000) per occurrence for personal injury, death or property damage arising out of the EVENT or EVENT activities or SPONSOR acts or omissions. The SPONSOR shall further require all participating organizations, clubs, and other entities to likewise provide insurance coverage naming SPONSOR and the COUNTY as additional insureds. The failure of the COUNTY or its Boards, officers and/or employees to object to the contents of any certificate of insurance or absence of the same shall not be deemed a waiver of any and all rights held by the COUNTY. Concessions selling alcoholic beverages shall provide an insurance policy specifically including coverage for liquor law liability in an amount of not less than Five Hundred Thousand Dollars (\$500,000). Said certificate of insurance for liquor law liability shall be required only in the event that liquor is to be sold or otherwise dispensed during the EVENT. Certificates and/or other evidence of such insurance, as may be required by the COUNTY, shall be delivered to the County Attorney's Office ninety (90) days prior to the commencement of the EVENT, except that certificates and/or other evidence of insurance for third-party vendors or concession shall be delivered to the County Attorney three (3) days prior to the commencement of the EVENT.

All insurance policies issued hereunder shall name the COUNTY as an additional insured under such policy as its interest may appear, be an insurance policy from an A.M. Best rated secured New York State licensed insurer and contain not less than a ten (10) day notice of cancellation clause.

The SPONSOR shall secure compensation insurance and disability insurance for the benefit of such employees engaged under this Agreement as are by law required to be insured by SPONSOR

under the provisions of the Workers' Compensation Law and New York State Disability Law. Proof of compensation and disability insurance shall be in the form(s) approved by the Workers' Compensation Board.

12. CANCELLATION OF EVENT - FORCE MAJEURE

The performance of this agreement is subject to acts of God, war, civil disorder, government regulation, disaster (including, but not limited to, fire, flood, severe weather and earthquake), strikes or work stoppages, labor disputes or threat thereof, terrorism or threat of terrorism: curtailment of transportation facilities which prevent or unreasonably delay at least 40% of the meeting attendees or any other situation making it commercially inadvisable, illegal, or impossible to provide the facilities or hold the EVENT. For the reasons aforesaid the SPONSOR may, upon such written notice as is practical, cancel the holding of the EVENT for the year when the reason arises which affects the holding of the EVENT as scheduled. In no event will the COUNTY be liable for any costs or other losses sustained by the SPONSOR's for a cancellation of the EVENT the reasons set forth herein. The mere lack of or adequacy of hotels, restaurants, or like facilities shall not be a basis upon which SPONSOR may exercise this cancellation clause. In the event that SPONSOR cancels the EVENT for the reasons allowed under this paragraph, the COUNTY shall pay up to fifty percent (50%) of the amount payable under paragraph four (4) of this agreement provided that SPONSOR provides the documentation required under said paragraph four (4).

13. NO THIRD PARTY BENEFIT

No person or entity other than the parties to this Agreement shall be entitled to rely on this Agreement, and this Agreement is not made for the benefit of any person or entity not a party hereto.

14. AUTHORITY TO BIND

SPONSOR represents that it has followed organizational procedures necessary and has the requisite authority to bind SPONSOR to this agreement.

15. GUARANTEE OF PERFORMANCE

_____ The SPONSOR by the execution of this Agreement, guarantees complete performance of the terms and conditions of this Agreement, including any reasonable cost of any repair or restoration of the premises, removal of any garbage, refuse and debris and maintenance of the premises in a reasonable manner. Repair or restoration required hereunder is that defined as necessary or occasioned by damage or wear and tear beyond normal and reasonably expected wear and tear. With respect to SPONSOR, it is agreed by the parties that its officers, members, employees, agents and directors shall have no personal liability under this Agreement. Nothing contained herein shall be deemed to release the SPONSOR from liability arising as a result of this Agreement, or liability of any officer, member, employee, agent or director by reason of their own intentional or negligent act or omission.

16. ENTIRE AGREEMENT/AMENDMENT OR ALTERATION

_____ The terms of this Agreement constitute the entire agreement between the parties and neither

party shall be bound by oral representations not contained apart hereof. This agreement shall not be altered, amended or changed except by written Agreement signed and executed by the parties through their authorized officers.

17. CAPTIONS

The captions used in this document are for reference purposes only and shall not be deemed a term or condition of the Agreement.

18. NOTICES

Any notice, demand, request or other communication required or permitted by this Agreement, to be given by either party to the other, may be either personally delivered or sent by certified mail, properly addressed and prepaid, or by Federal Express or other nationally recognized overnight delivery service providing for receipt against delivery to the addresses of the parties set forth below:

If to the COUNTY:

Leisa Grant, Principal Account Clerk
Tourism Department
Warren County Municipal Center
1340 State Route 9
Lake George, New York 12845

If to SPONSOR:

with a copy
(which shall not constitute notice) to:

Warren County Attorney
Warren County Municipal Center
1340 State Route 9
Lake George, New York 12845
Attention: Paul B. Dusek, Esquire

or to such other person as shall be designated in writing by any such party or person; and such notice or communication shall be deemed to have been given as of the date so delivered in person, three days after the date so mailed and the next business day after deposit with such overnight delivery service; provided, however, that all notices of any change of address shall be effective only upon actual receipt thereof.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective parties.

Approved as to Form:

COUNTY OF WARREN

1st Asst. Warren County Attorney

By _____
FREDERICK H. MONROE, CHAIRMAN
Board of Supervisors

Date: _____

SPONSOR

By _____

Date _____

STATE OF NEW YORK)
) ss.:
COUNTY OF WARREN)

On the _____ day of _____, in the year 20__, before me, the undersigned, a Notary Public in and for said state, personally appeared Frederick H. Monroe, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or person upon behalf of which the individual(s) acted, executed the instrument

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF WARREN)

On the _____ day of _____, in the year 20__, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or person upon behalf of which the individual(s) acted, executed the instrument

**APPLICATION FOR CONTRACT FUNDING WITH
WARREN COUNTY
UNDER THE TOURIST AND CONVENTION DEVELOPMENT AGREEMENT**

I. ORGANIZATION AND CONTACT INFORMATION

1. A. Please set forth your complete corporate, association or group name.

LAST of the Mohicans Outdoor Drama, Inc.

- B. Please set forth the name of the event for which you wish to contract with Warren County.

LAST of the Mohicans Outdoor Drama, Inc.

- C. Please set forth the contract amount you propose to be paid by the County toward the event.

\$ 5,000

2. Is the above name the only name you conduct business or fund raising under?

Yes No. If No, please provide all other names you use for business and fund raising purposes.

3. If your organization is incorporated, please provide the state of incorporation and the complete corporate name, if different than set forth above.

NYS - incorporated as a not-for-profit

4. Please set forth your organization's principal business address.

P.O.B 731, Lake George Ny 12845

5. Please set forth your organization's contact person and that person's address and telephone number (this should be the person County representatives may contact for contract information or if there is a need for presentations before County Committees

or other questions).

Leise Craige Sherman, President
518-338-5657

II. EVENT BACKGROUND INFORMATION

6. Please state the date or dates on which your event is planned to occur and for which you wish to contract with Warren County.

Tues, Aug 11, Thurs. Aug 14, Sat. Aug 15
(Dates may be adjusted based on space availability)

7. Please set forth the planned location of your event.

Shepard Park, Lake George
Crandall Park, Glens Falls
Pavillion Park, Lake Luzerne

8. Please provide a general description of your event i.e. the nature and type of event and why it is held.

To host a premier performance series with
live actors in period dress/costumes that will
serve as an introduction to the Last of the Mohicans
Outdoor Drama full production

9. Please describe what licenses, contracts and/or infrastructure have been or will be arranged for to support the event.

will pay permit fee's of site rentals
to municipalities

10. Please set forth the number of attendees projected to attend the event.

total for 3 evenings est at 2000

(Continued on next page)

11. Please state whether this is a one-time event in Warren County or whether you plan future events.

Performances will expand annually.

12. Please set forth the number of hotel, motel, inn, bed and breakfast or other overnight accommodations anticipated or projected and the length of stay is anticipated. If your organization has previously received funding from the County, please attach the written report previously provided to the County which provided an estimate of the number of attendees to the event each day, together with a listing of the number of people from each zip code obtained each day of the event. If your organization was not previously required to furnish this report, and did not collect zip codes, please attach a written report which provides an estimate of the number of attendees and where the attendees may have resided to the best of your ability. Please feel free to use such qualifications to your information as you may feel necessary.

Est. 50-70 room nights

13. Please set forth the marketing and advertising that is planned to occur. Please state, particularly the planned marketing and advertising areas (specify local, regional, state, national etc).

County website
LG Regional Chamber online calendar & ads.
Regional newspapers & radio, Direct mail Adv.
Press releases to VT, MA, NY & CT news outlets
PR to Institute of Outdoor Drama, NC
Promo of organizations website @.

III. EVENT FINANCING INFORMATION

www.lastoftheMohicansOutdoorDrama.org

14. Please set forth the total cost anticipated to be borne by your organization as sponsor

for the event.

\$ 14,500

- 15. Please set forth the funding that has been obtained or is expected to be obtained from the businesses, persons, governmental or non-profit agencies listed (an attachment may be provided instead of listing the same):

Village of LG - 2 nd	3,000	} will be applied for
Town of LG -	2,000	
" Lake Luzerne	2,000	
City of Glens Falls	2,000	

- 16. Please set forth how much you expect to raise from admission charges or fees earned from participating vendors.

No admission charged.

- 17. Please set forth any other governmental or non-profit group financial assistance you have applied for (if this is already stated in response to paragraph 15, you need only to state this).

- 18. Please set forth the total amount that your organization has calculated that needs to be raised to fund the event that is currently not available or expected to be available.

\$ 14,500

- 19. Please attach your proposed budget for the event, showing anticipated income and expenditures.

See attached

(Continued on next page)

III. EVENT FINANCING INFORMATION (Continued)

20. Please set forth whether you are requesting payment:

- A. X (For events of 2 or more consecutive days)
B. _____ (For events only over long periods of time)

(Choose One)

A. within twenty-seven (27) days of all of the following occurring: (i) conclusion of the event; and (ii) the furnishing of: (a) a completed and properly executed County Voucher; and (b) proof (copies of ads, invoices etc- not paid receipts or canceled checks) that the marketing and promotional opportunities were furnished to the County as required under this agreement

OR

B. within twenty-seven (27) days of the occurrence of the first day of an event (where the event is planned to occur over a number of days, weeks or months), a portion of the amount payable equal to the amount expended for promotion and marketing where the County Logo was used as identified in paragraph three (3) of the agreement not exceeding seventy-five percent (75%) of the amount payable under the agreement. The balance of the amount due under this agreement shall be payable at the conclusion of the event upon sponsor furnishing: (i) a completed and properly executed County Voucher and (ii) proof (copies of ads, invoices etc-not paid receipts or canceled checks) that the marketing and promotional opportunities were furnished to the County as required under this agreement.

IV. WARREN COUNTY AGREEMENT INFORMATION

21. Please state whether you will agree to use the Warren County Tourism Logo with website provided by the Tourism Department in all advertisements, promotions and marketing materials distributed for the EVENT where reimbursement is requested and to secure prior approval by Tourism Department for the use and placement of the logo or if use is limited to certain promotional material, please describe where and when the logo will be used.

Yes on org. website

Please note: Any advertising, promoting and marketing for the EVENT must include the Warren County Tourism logo with website to be reimbursed. Additionally, the sponsor shall provide, at no cost, up to one (1) full page of

advertising as shall be requested by the County Tourism Department for County promotion and/or advertising in the primary program, directory, magazine or other publication used by the sponsor during the event.

We will have a program

22. Please state whether you have read the standard form County Tourist and Development Agreement which includes insurance requirements, and whether you are willing to be bound and execute the same, should the County determine to contract with your organization.

Yes

I hereby certify that the above statements are true, complete and correct to the best of my knowledge and belief.

Luse Craig-Sherman
TYPE OR PRINT NAME

Luse Craig Sherman
SIGNATURE

President
TITLE

2/26/09
DATE



LAST OF THE MOHICANS
OUTDOOR DRAMA, INC.

Occupancy Tax Request
Budget for 2009 Summer Series

Lighting rental	2000
Sound system rental	2400
Costume rental	3000
Site rental fees	500
Advertising	5000
Office supplies	1200
Postage	400
Total budget	\$14,500

SIGN-IN SHEET FOR GUESTS

COMMITTEE: Acc. Tax

DATE: 2/26/09

PLEASE PRINT

NAME	REPRESENTING
Dan Marin	Case of the Museum Outdoor Drama
Bud York	sheriff
Wayne Little	Plaza City
Mark Donahue	Adk Balloon Fest
Amy Hoffer	Ramada - Glens Falls
Kevin Markham	Ramada - Glens Falls
Lisa Craige-Sherman	LG Regional Chamber
Gary Thornquist	L.G. Park / LG Chamber
Donna Fox	L.G. Steamboat / LG Chamber
Jason Stormy	Adirondack Promotions, LLC
Mayer Robert Blais	Lake George Village
Timothy Kelly	Prospect Child & Family Center
TONY INTELISANO	MARK ANTHONY ENTERTAINMENT
Pat Lynch	Treasure
LICK MURPHY	TREASURE
Son Alexander	ADK Journal