

OCCUPANCY TAX COMMITTEE

DATE: November 30, 2011

AGENDA

Committee Supervisors:

William H. Kenny, Chairman

Eugene J. Merlino

Ralph W. Bentley

Fred Champagne

Sterling T. Goodspeed

Frank McCoy

Ronald F. Conover

- I. Committee meeting called to order by Chairman.**
- II. Motion to approve minutes of meeting held on November 2, 2011**
- III. Report on Revenues from the County Treasurer.**
- IV. Action Agenda:**
 - a) Approve changes to Occupancy Tax contract**
 - b) 2012 Applicants requesting to address the committee:
2 minutes each**
 - 1) Dr. Jacqueline Touba, World Awareness Children's
Museum**
 - 2) Tina Kelly, Foundation for the Advancement of
Developmentally Disabled Persons**
 - 3) Emily Stanton for North Creek Business Alliance**
 - 4) Others**
 - 5) Workshop**
- V. Old Business: Pending: not to be discussed at this time**
 - 1) Committee to further discuss proposal from Mayor Blais
regarding use of occupancy tax funding to assist with
public safety costs for special events. (12.03.10)**
 - 2) Request Lake George Association to attend meeting in
early 2012 to provide an update on Asian Clam
eradication efforts in Lake George, including
developments on any new funding sources. (11.02.11)**
- VI. Adjourn**

Warren County
Occupancy Tax
2011

2011 Revenues

| | |
|---|-----------------------|
| Revenue Collected through November 29, 2011 | \$ 2,751,589.84 |
| Revenue Collected through November 29, 2010 | \$ 2,777,070.89 |
| Increase/(Decrease) from 2010 | <u>\$ (25,481.05)</u> |
| Increase/(Decrease) from 2010 | -0.93% |

Occupancy Tax Fund Balance

| | |
|---|-----------------------|
| General Ledger Balance at 12/31/10 | 2,656,100.01 |
| Appropriated 2011 Budget | <u>(1,486,870.00)</u> |
| Occupancy Tax Fund Balance at 12/31/10 | <u>1,169,230.01</u> |
| Resolution #139 '11; Jimmer Fredette Promotion | (35,000.00) |
| Resolution #231 '11; Special Events Funding Increase | (56,600.00) |
| Resolution #296 '11; 2010 Final Distribution to Towns Increase | (83,170.00) |
| Resolution #297 & #298 '11; LG Asian Clam Rapid Response Task Force | (30,000.00) |
| Resolution #299 '11; Gaslight Festival Space | (15,000.00) |
| Resolution #475 '11; Special Events Redistribution due to cancellations | 1,100.00 |
| Resolution #493 '11; Additional Funding to Lake George for Asian Clams | <u>(100,000.00)</u> |
| | <u>850,560.01</u> |
| Designated Reserve | 500,000.00 |

Reserve Balances Prior Years

| <u>2004</u> | | <u>2007</u> | |
|--------------------|-----------------------|--------------------|-----------------------|
| G/L Balance | 2,049,475.22 | G/L Balance | 2,481,414.57 |
| Approp 2005 Budget | <u>(1,500,000.00)</u> | Approp 2008 Budget | <u>(2,150,000.00)</u> |
| | <u>549,475.22</u> | | <u>331,414.57</u> |
| <u>2005</u> | | <u>2008</u> | |
| G/L Balance | 2,280,971.34 | G/L Balance | 2,542,772.45 |
| Approp 2006 Budget | <u>(2,150,000.00)</u> | Approp 2009 Budget | <u>(2,320,000.00)</u> |
| | <u>130,971.34</u> | | <u>222,772.45</u> |
| <u>2006</u> | | <u>2009</u> | |
| G/L Balance | 2,247,400.00 | G/L Balance | 2,408,097.77 |
| Approp 2007 Budget | <u>(2,150,000.00)</u> | Approp 2010 Budget | <u>(1,650,000.00)</u> |
| | <u>97,400.00</u> | | <u>758,097.77</u> |

Applicants for 2012 Occupancy Tax Funding

| Applicant | Event | Dates of Event | New Event | Funding Rec'd | Amount Requested | Prescreening recommendation | # Bed Nights | # Rooms | # Visitors | Amount rec'd 2011 |
|--|--|----------------------------------|----------------|---------------|------------------|-----------------------------|--------------|---------|-------------|-------------------|
| 1 Amercade, Inc. | Amercade | 6/4 - 6/9/12 | | 2005-2011 | 50,000 | 50,000 | 4-7 | | 65,000 | 50,000 |
| 2 Lake Geo. Reg. Ch. of Comm. & CVB, Inc. | Centurion Cycling Lake George | 6/21-6/23/12 | X | 2011 | 50,000 | 20,000 | 1-2 | | 7500 | 33,000 |
| 3 Greater Glens Falls Amateur Athletics Championship Association, Inc. | NYS High School Basketball Championships | 2/27 - 2/29, 3/3, 3/16-3/18/12 | prev. NYSPHSAA | 05, 07-11 | 40,000 | 33,000 | 1-2 | 1000 | 30-35,000 | 40,000 |
| 4 Adirondack Race Management, LLC | Lake George Triathlon Festival | 8/31 - 9/2/12 | X | 06-06,2011 | 40,000 | 9,000 | 2 | 750-1M | 11,000 | 7,000 |
| 5 Adirondack Sports Complex, LLC | ADKSC Winter & Summer Youth Softball Tournaments | various dates 1/7-7/29/12 | | 2010, 2011 | 40,000 | 20,000 | 1-2 | 15/20 | 7750 | 13,000 |
| 6 Last of the Mohicans Outdoor Drama, Inc. | 2012 Season of the production | 7/27 - 8/18/12 | | 2009 - 2011 | 35,000 | 18,000 | 1-2 | 3000 | 4500 | 21,000 |
| 7 Adirondack Hot Air Balloon Festival, Inc. | Adirondack Hot Air Balloon Festival | 9/20 - 9/23/12 | | 2009 - 2011 | 35,000 | 25,000 | 3 | 1000+ | 100-150,000 | 26,000 |
| 8 Lake George Winter Carnival, Inc. | Lake George Winter Carnival | 2/4-5, 2/11-12, 2/18-19, 2/25-26 | | 2006-2011 | 26,810 | 15,000 | 2 | 900 | | 10,000 |
| 9 Albany Road & Kustons Car Club, Inc. | 24th Annual Adirondack Nationals Car Show | 9/6-9/9/12 | | | 25,000 | 25,000 | 3 | | 28-30,000 | 14,000 |
| 10 Anthem Thermal Solutions, LLC | 2012 Tour of the Adirondacks | 9/13 - 9/15/12 (tentative) | X | | 25,000 | 8,000 | 2 | 200 | 500-750 | |
| 11 Reinke Sports Group, LLC | Lake George Half Marathon | 4/27-4/28/11 | X | | 15 - 30,000 | 4,500 | 1-2 | 150 | 700 | |
| 12 North Creek Business Alliance | North Creek(Gore Mountain Shuttle Service | 12/23/11-10/29/12 | | 2010,2011 | 21,000 | 10,000 | 2 | 5390 | 8000 | 7,500 |
| 13 Bolton Landing Chamber of Commerce | Griффin's Gelaway in Bolton Landing | 5/11-5/13/12 | | 2010,2011 | 20,000 | 6,000 | 2 | 300 | 500 | 7,000 |
| 14 Warrensburg Chamber of Commerce | 33rd Wortis Largest Garage Sale | 9/29 & 9/30/11 | | 2007-2011 | 20,000 | 20,000 | 2-3 | 200+ | 150,000 | 15,000 |
| 15 Adirondack Living Show | Adirondack Living Show | 4/6-4/8/12 | | 2011 | 20,000 | 2,000 | 5 | 1500 | 8-10,000 | 2,000 |
| 16 Bolton Landing Chamber of Commerce | Crossroads of the French & Indian War | 6/16 & 6/17/12 | X | | 16,500 | 5,000 | 3 | 1000 | 2600-3500 | |
| 17 Warren County Historical Society | 2012 Rural Heritage Festival | 8/11/12 | X | | 13,950 | - | 0 | N/A | 1500-2000 | |
| 18 Special Olympics New York | 2012 Special Olympics Fall State Games | 10/12 - 10/14/12 | | 2011 | 12,500 | 10,000 | 1-2 | 501 | 1000+ | 3,100 |
| 19 Adirondack Theatre Festival, Inc. | 18th Summer Season of Professional Theatre | 6/7 - 8/4/12 | | 05.06, 08-11 | 10,000 | 5,000 | 2 | 200+ | 6000 | 5,000 |
| 20 Lake George Reg. Chamber of Commerce | Restaurant Weeks | 6/24-6/30; 9/16-9/22/12 | | 08-11 | 10,000 | 2,000 | 1-2 | 4-500 | 2000-2400 | 2,500 |
| 21 Lake George Reg. Chamber of Commerce | Canadian Visitor Promotion Program | January - December 2012 | | 07-11 | 9,000 | 3,000 | 2-3 | 750 | UNK | 4,000 |
| 22 World Awareness Children's Museum | Production of 90,000 rack cards | 7/1-9/2/12 | X | 2006- \$5000 | 8,500 | 2,000 | 2-4 | 675 | 2000-3000 | |
| 23 Up Yonda Farm Environmental Education Ctr | 2012 Summer Nature Program Series | 7/1-9/3/12 | | 2011 | 8,041 | 2,000 | UNK | UNK | 3250 | 3,500 |
| 24 Foundation for the Advancement of Dev. Disabled Persons | Beach Volleyball Tournament | 8/4 & 8/5/12 | | 2011 | 7,500 | 1,000 | 2-3 | 5-700 | 2825 | 1,000 |
| 25A Gore Mtn. Reg. Chamber of Commerce | Adirondack Adventure Festival | 5/4-5/6/12 | | 2010, 2011 | 7,500 | 4,500 | 2 | UNK | 3000-5000 | 4,000 |
| 25B Poker Run/Village of Lake George | Lake George Performance Weekend (prev. Queens Boating) | 5/18 - 5/20/12 | expanded | | 7,500 | 3,000 | UNK | UNK | 1500 - 3500 | 1,500 |
| 26 Eastern NY Marine Trades Assoc. | Great Upstate Boat Show | 3/30 - 4/1/12 | | 06, 11 | 6000 - 8000 | 1,500 | 1-2 | 50 | 3000-4000 | 1,200 |
| 27 Sherry Management, LLC (previously Adk. Promotions, LLC) | Family Fun Week | 6/25-6/29/12 | | 2010, 2011 | 6,000 | 1,500 | 3 | 450 | 3200 | 3,000 |

Applicants for 2012 Occupancy Tax Funding

| Applicant | Event | Dates of Event | New Event | Funding Rec'd | Amount Requested | Amount rec'd | # Bed Nights | # Rooms | # Visitors |
|--|---|------------------------------|-----------|---|------------------|--------------|--------------|---------|--------------------|
| 28 Hudson Valley Waterfront's Assoc. Inc. <i>Disqualified</i> | HVFA Convention & Parades | 6/20-6/24/12 | | 2009-2011 prev. thru LG Vol Fire Dept | 6,000 | | 2-3 | 1400 | 2700 20,000 |
| 29 Glens Falls NY American Legion Post 233 | 2012 Copeers Cave Baseball Tournament | 7/3 - 7/8/12 | X | | 5,000 | 1,000 | 5 | 96 | 740 |
| 30 LARAC | LARAC Festivals - June & November | 6/16 & 6/17; 11/3 & 11/4/12 | | 2007-2011 | 5,000 | 1,000 | 2 | 115 | 24,000 1,000 |
| 31 Sham "Rock" the Block | Irish Festival & Parade | 3/16-3/18/11 | X | | 5,000 | 1,000 | 2 | 2-500 | 200-1500 |
| 32 Luzerne Music Center | 32 concerts | 6/24-8/19/12 | X | | 5,000 | 3,000 | | 2-5,000 | 8000 |
| 33 Hyde Collection | (3) 2012 exhibitions | 6/16/12 - 12/30/12 | | different exhibits | 4,800 | 4,000 | 1 | 4850 | 15000 6,000 |
| 34 Improv Records Inc. | Free concerts (6 planned; asking for help with 3) | TBD (end of May - September) | X | | 4,800 | 2,000 | 1 | 30 | UNK |
| 35 Marcella Sembrich Memorial Assoc. Inc. | Exploring a World of Music | 3/10/12, 6/15-9/15/12 | | different performers | 2,500 | 2,000 | 2-3 | 60 | 1250-1450 2,000 |
| 36 Luke Ventures, LLC | North Country Triathlon | 6/23 & 6/30/12 | | 08.09.11 | 2,500 | 2,000 | 2-4 | 150 | 1450 1,000 |
| 37 Sister Cities Committee of GF & WC | exchange programs with Sags City, Japan | throughout year | | | 2,000 | 1,000 | 7 | 20 | 100 1,000 |
| 38 Adirondack Folk School, Inc. | 2012 speakers, events, & evening programs | April - Oct 2012 | | 2011 | 2,000 | 2,000 | 1-7 | 40-50 | 600-800 2,000 |
| | | | | | 639,991 | 325,000 | | | |

RESOLUTION REQUEST FORM NO. 20

MISCELLANEOUS

****Please List All Other Requests Not Covered by Previous Resolution Request Forms Here.
Please attach any backup information available and be as detailed as possible.***

DEPARTMENT NAME: Tourism

DATE: November 30, 2011

- (a) Purpose of Request: to make minor changes to the Occupancy Tax application and contract.

- (b) Details: Both the application and the contract have been amended to add verbage regarding an end product when money is granted for a project. The wording in the contract regarding submissions to other municipalities has been moved to the Sponsor Obligation section of the contract.

- (c) Previous Resolution Number:

- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount: N/A

Sample: A.8021 470 Planning & Community Development – Contract

* as listed in budget and LOGOS

Revised 11/11/11
76+74

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 _____, an organization formed under the laws of the State of New York, having its principal office and place of business located at _____, New York _____, (hereinafter called the "SPONSOR").

RECITALS

1. SPONSOR desires to hold the _____ in Warren County, New York, during _____ of 2011, (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 the _____ in Warren County, New York, commencing the _____ day of _____, 2011 and continuing thereafter for a period of _____ day(s)week(s) in _____.

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):

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 :

C. The number of attendees is projected to be _____;

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 _____ days;

E. the following marketing and advertising is planned to occur in the following markets and areas (specify local, regional, state, national etc):

F. the total cost to be borne by SPONSOR for the EVENT is _____;

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 \$_____.

H. As a result of the funding, an end product, if any, and/or copy thereof, will be generated.

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. When the Sponsor utilizes the Warren County Tourism Logo online, a hyperlink must be created to link to the URL www.visitlakegeorge.com.

C. 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 at the event funded hereunder. The Sponsor shall provide to the County a written report which provides an estimate of the number of attendees with a listing of the number of people from each zip code. 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. The Sponsor will also attempt to collect information substantiating the number of rooms used by attendees during the event.

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) a final budget for the event or special consideration as approved by the Occupancy Tax Committee.

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; (iii) the performance report; and (iv) a final budget for the event or special consideration as approved by the Occupancy Tax Committee.

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.
- G. If applicable, the Sponsor shall submit to any other municipality or municipalities (Town, Village or City) a request 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.*) Documentation shall be provided upon request.
- H. In accordance with paragraph 2. H. herein, sponsor shall provide the end product, if any, or copy thereof, to the County at the time of request for payment in paragraph 5. hereof. Reasonable compliance with the terms and conditions of this paragraph is acceptable.

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.

9. 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 whatsoever 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 .

10. 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.

11. 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).

12. 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.

13. AUTHORITY TO BIND

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

14. 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.

15. 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.

16. CAPTIONS

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

17. 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: Martin D. Auffredou, 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 _____
DANIEL G. STEC, CHAIRMAN
Board of Supervisors

Date: _____

SPONSOR

By _____

Date: _____

**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.

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

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

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.

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

5. Please set forth your organization's contact person and that person's address, email 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).

Name _____

Address _____

Email _____ Telephone _____

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.

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

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

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

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

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

a. _____

b. How did you determine this number of attendees?

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 anticipated .

No. Of Rooms anticipated _____ Length of Stay (per party) _____

How did you determine this number of rooms? _____

13. If your organization has previously received funding from the County, please attach the previous year's performance report and zip code list. Please indicate the projected number of rooms that were anticipated to be used for the previous year's event.

What was the **actual number** of rooms that were utilized? _____

How did you determine this number? _____

If you expect this to change this year, please indicate your reasons below.

14. 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).

III. EVENT FINANCING INFORMATION

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

16. 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):

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

18. 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 16, you need only to state this).

19. 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.

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

21. Please set forth a description of any end product that will be generated as a result of this funding, and whether it is intended that such end product, or copy thereof will be furnished to Warren County.

III. EVENT FINANCING INFORMATION (Continued)

22. 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. 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) a final budget for the event.

OR

B. 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; (iii) the performance report; and (iv) a final budget for the event.

IV. WARREN COUNTY AGREEMENT INFORMATION

23. 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.

24. 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.

TYPE OR PRINT NAME

SIGNATURE

TITLE

DATE

SIGN-IN SHEET FOR GUESTS

COMMITTEE: Occupancy Tax Coordination Committee

DATE: 11/30/11

PLEASE PRINT

| NAME: | REPRESENTING: |
|---------------------|--|
| Bill Mason | Queensbury |
| John | FT War Henry |
| Frank O'Keefe | Tues |
| Jacqueline Tombs | World Awareness Children's Museum |
| John Strong | Lake George Arts Project |
| NORM DASCHER | LAKE GEORGE PERFORMANCE WEEKEND |
| LUSA Craige-Sherman | Last of the Mohicans Outdoor Drama |
| Alice Grethner | Hyde Collection |
| MARCIAN MOTTS | HYDE COLLECTION |
| Jim Mandle | Adirondack Folk School |
| Cindy Mitchell | Gore Mountain |
| Emily Stanton | Gore Mountain!! ☺ |
| John R. Bunnell | N.C. Business Alliance / COPPERFIELD HOTEL |
| DAVE BUTNER | Continion Cycling |
| Michaela Busch | LBCC & CVB |
| Chris Dutcher | Americade |
| | |
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