

## Duluth Production Incentive Program

**PURPOSE:** The Duluth Economic Development Authority's Duluth Production Incentive Program's goal is to support the development of television, film, and digital media production within the City of Duluth, while also supporting local businesses and talent.

The program's initial allocation is \$200,000. Applications are accepted, reviewed and scored and approved until funds are exhausted. Approved applicants will receive the financial assistance in the form of reimbursement where approved applicants receive reimbursement for eligible expenditures in accordance with program guidelines and requirements.

**REQUIREMENTS:** Selected applicants must be conducting eligible television, film, or digital media activities in Duluth, which must be validated and certified by the Program Administrator before a project can be enrolled in the program. To be eligible, Applicants must commit to expend a minimum of \$10,000 inside Duluth City limits with service providers residing in or located in Duluth. Qualified project types are: films, television, series, documentaries and commercials. The applicant must be in good standing with the Secretary of State wherein they reside.

### APPLICANT REQUIREMENTS:

- Projects must meet program eligibility requirements in order to apply for reimbursement funds.
- Applicant must supply application, the Applicant's W-9 and Certificate of Good Standing from the state of incorporation which must all be in the same company name.
- The Applicant is responsible for any tax implications regarding reimbursement.
- Applications must be complete.
- Projects will not be accepted into the Program until all required materials are received and reviewed by Program Administrator.
- Expenses incurred and/or payments made before project acceptance (the date on the project acceptance letter) will not be eligible for reimbursement. Submission of an application does not guarantee reimbursement.

- Additional requirements may be required by the Program Administrator to determine project and production eligibility.

### **APPLICATION CRITERIA:**

Projects are scored on quality and quantity of wages, hires and local spend. In addition, previous professional experience and compliance are taken into account.

### **PROOF OF FUNDING:**

Applicant must provide proof of funding that shows 100% of projected Duluth spend is secured (signed bank letter and statement, completion bond, valid contract, or equivalent). This proof is required 30 days prior to principal start date. If the application is processed within 30 days of principal photography, the applicant must provide proof at the time of application.

**STRUCTURE:** Up to 25% of the total cost for listed eligible expenses may be reimbursed to the certified projects when associated with production and post production of film and television content creation within the City of Duluth. An additional 5% of eligible expenses as shown in the budget may be reimbursed to the Applicant for expenditures at BIPOC-owned (Black, Indigenous, People of Color), veteran and women owned Duluth businesses (must be 51% owner of business). This program may be used jointly with the St. Louis County's Production Incentive Program, the Iron Range Regional Production Rebate and all State of MN programs.

**ELIGIBLE EXPENDITURES:** Eligible uses of program funds may include reimbursement of expenses made at Duluth businesses, included but not limited to the following categories:

- Food and catering expenses (alcoholic beverages excluded); itemized receipts are required.
- Production office rental (short term), office equipment rental and supplies.
- Studio rental and equipment rental
- Editing and post-production related expenses including digital media and storage devices including film transfer and dailies

- Lodging within the City of Duluth
- Transportation expenses within the City of Duluth not to exceed federal U.S. General Administration and Internal Revenue Service Guidelines (required to submit mileage log, parking, fuel for generators and rental vehicles only)
- Local musicians and artists (compensation and licensing)
- Sets, props and wardrobe (including construction materials) and rentals
- Wardrobe and makeup
- Production related services (including legal, accounting and payroll processing fees)
- Wages and salaries (including benefits) for personnel and crew from the Duluth labor force.
- Location and permit fees as required by film locations
- Other direct costs of production cost or post production work paid to a Duluth company

A Duluth company is defined as a business located and conducts business within the Duluth City limits and files Minnesota tax returns with a Duluth address indicated on a W-9. A Duluth resident is defined as someone whose primary home residence is located within the City limits of Duluth. A physical address in Duluth is required. Any questionable production expenses will be reviewed by Duluth's Program Administrator in consultation with Duluth Economic Development Authority for approval. The Duluth Economic Development Authority and or its Program Administrator reserves the right to refuse any project's application or expense for any reason. This determination is at the discretion of the Duluth Economic Development Authority and/or Its Program Administrator; all decisions are final and non-negotiable.

### **INELIGIBLE EXPENDITURES (including but not limited to):**

- Alcoholic beverages and tobacco (even if purchased as props).
- Fees relating to development, marketing (promotions) or business set up (including legal fees)
- Permanent office space (rent) and related utilities (internet, phone, power, etc.). If the production has a permanent office operating in the city of Duluth,

these expenses are not qualified as they are considered normal operating expenses.

- Fuel for personal vehicles.
- Online purchases with the exception of intermediary vendors such as Airbnb and Uber which are qualified as long as the overhead or service fee is deducted for Duluth purchases. Receipt must include a Duluth address (e.g. online order from local store for pick up).
- Capital equipment purchases with the exception of portable hard drives.
- Purchases sourced outside of Minnesota (pass-through).
- Wrap parties, gifts, recreation and entertainment.
- Festival submission fees or related costs.
- Expenses relating to illegal activities including, but not limited to tickets issued for parking or moving violations, towing fees, etc.
- Unpaid invoices.
- Damages due to accidents, loss or theft.
- Pass-thru expenses (e.g. internal invoices including but not limited to equipment rental or studio space)

### **APPLICANT REQUIREMENTS:**

- Projects must meet program eligibility requirements in order to apply for reimbursement funds.
- The application, W9 and Certificate of Good Standing from state of incorporation must all be in the same production company name.
- The applying entity is responsible for any tax implications regarding reimbursement.
- Applications must be complete.
- Projects will not be certified until all required materials are received and reviewed by Program Administrator.
- Expenses incurred and/or payments made before project certification (the date on the project certification letter) will not be eligible for reimbursement. Submission of an application does not guarantee reimbursement.
- Additional requirements may be required to determine project and production eligibility.

## **APPLICATION CRITERIA:**

Projects are scored based on a number of metrics such as quality and quantity of wages, hires and local spend. Previous professional experience and compliance are taken into consideration.

**Losing Eligibility or Disqualification:** Projects will be disqualified from the Program and will be disqualified from receiving reimbursement if:

- The Applicant falls out of good standing with the Secretary of State in the state where the entity is incorporated.
- Production is delayed or suspended, the applicant loses funding for the project or the production will no longer take place in Duluth.
- Program Administrator determines that the production will not occur.
- Program Administrator determines that the Applicant is engaged in fraudulent or unlawful behavior (e.g., submitting inaccurate or falsified information, wage theft, etc.).
- Applicant has not fulfilled financial obligations of using St. Louis County labor, vendors or goods and services.
- Applicant or the project no longer meets eligibility criteria.
- Applicant fails to meet Rebate Expenditure Report submission deadlines. Extensions may be considered on a case-by-case basis.
- Applicant no longer qualifies for any other reason.
- Program Administrator determines that the project is engaged in detrimental, unprofessional, indecent or acts in bad faith.
- If principal photography on the project does not start within 6 months of approval of the project.

## **REQUIREMENTS FOR REIMBURSEMENT**

**During production of the project the Program Administrator must:**

- Receive daily call sheets, production logs or equivalent for the project
- Be provided the name and contact information for the unit publicist or person responsible for interfacing with media

- Be allowed the ability to arrange set visits for Duluth officials
- Be allowed the ability to arrange behind the scenes video footage to be taken and used for marketing promotions

### **Before reimbursement Applicants are required to:**

- Provide the City of Duluth's Program Administrator with proof that all expenses incurred in Duluth are paid in full.
- Provide final crew list to City of Duluth's Program Administrator including contact information (phone or email)
- Provide Program Administrator with a list of locations used in the project.
- Agree to provide Program Administrator with 3-5 production stills in electronic format with rights cleared for promotional use by DEDA and/or the s Program Administrator.
- Agree to provide DEDA and or Program Administrator with poster art.
- Agree to provide DEDA and or Program Administrator with a minimum 60 seconds of video from production.
- Agree to provide at least one producer/talent for local media promotion/interview (if requested).
- All files must be provided in electronic format
- Once certified Production/Post production activity is complete, Applicants must complete and submit a Rebate Expenditure Report (RER) on a form which will be provided to the applicant and all supporting documentation as required by the Guidelines or as requested by the Program Administrator in order to receive reimbursement.

\*All projects with onscreen credits must include the Duluth Economic Development Authority's and the Program Administrator's logos and permit the City of Duluth and or Program Administrator to identify the production in its marketing and promotional materials. Allow the City of Duluth government to use all material provided to its Program Administrator under these guidelines for its said purposes.

## **OTHER REQUIREMENTS:**

Projects with budgets that exceed 1,000,000 must submit a review of expenditures by a Minnesota Certified Public Accountant that has been approved by the Program Administrator.

### **Production Delay:**

A certified project must start principal photography within 6 months of certification. If a certified project is delayed beyond that, the project will be moved into “pending” status. While a project is in pending status, the funds may be allocated to other active projects on the production waiting list. When the pending project is ready to begin principal production, and only if incentive program funds are available, the certified project will move back to “active” status. If a certified project is delayed and does not start principal photography within 12 months of certification, it will lose eligibility. A certified project that loses eligibility or is disqualified due to significant production delays or loss of funding may reapply by completing and submitting a new project certification application with new attachments.

### **Funding Availability:**

If applications received for the Duluth rebate exceed the total amount appropriated for the program, the Program Administrator will maintain a waiting list. Projects that meet eligibility may be provisionally certified in amounts up to 25% in the event that funds become available. Submission and/or provisional certification of an application does not in any way guarantee that a project will be reimbursed or that funds will be available.

# Duluth Production Incentive Program Application

Updated 2.17.22



The Duluth Economic Development Authority's Duluth Production Incentive Program's goal is to support the development of television, film, and digital media production within the Duluth Economic Development Authority of Duluth, while also supporting local businesses and talent.

## PROGRAM ADMINISTRATOR and CONTACT

Shari Marshik  
Executive Director  
(218) 461-1628  
[Admin@uppermidwestfilmtv.org](mailto:Admin@uppermidwestfilmtv.org)

**Submit Applications To:**  
Upper Midwest Film Office (UMFO)  
[www.uppermidwestfilmtv.org](http://www.uppermidwestfilmtv.org)  
[Admin@uppermidwestfilmtv.org](mailto:Admin@uppermidwestfilmtv.org)

## 1. PRODUCTION TITLE

## 2. PRODUCTION COMPANY (Applicant)

Legal Name			Entity Type (e.g. INC., LLC, LP, LLP, LLLP)		
Physical Address			Duluth Economic Development Authority	State	Zip
Email			Phone	Phone	
Incorporation (Formed)	Date	State	In Good Standing	Yes/No	
Federal Tax ID#		State Tax ID#		Other State Tax ID# (All that Apply)	
List proper legal names for all entities or individuals who own an interest greater than 20% in the Production Company. (use separate sheet if necessary)					
First Name	Last Name	Business Name (if Applicable)		% Ownership	
First Name	Last Name	Business Name (if Applicable)		% Ownership	
First Name	Last Name	Business Name (if Applicable)		% Ownership	
First Name	Last Name	Business Name (if Applicable)		% Ownership	

## 3. CONTACT PERSON (for Application and Reporting)

Application Contact (Person Submitting)		Project Contact (Day-to-Day Project)		Reporting Contact (If Different)	
First Name	Last Name	First Name	Last Name	First Name	Last Name
Title		Title		Title	
Email		Email		Email	
Phone #		Phone #		Phone #	

## 4. LOCAL PRODUCTION OFFICE (If Applicable)

Physical Address	Duluth Economic Development Authority	State	Zip
Contact Person	Phone	Phone	
Email	Phone	Phone	

## 5. TYPE OF PRODUCTION

<input type="checkbox"/> Film	Film means, but is not limited to, a dramatic, comedic, animated, or documentary film, or digital production with no commercial interruptions.
<input type="checkbox"/> Television (TV)	Television means, but is not limited to, a television movie (including pilots and specials), series, mini-series or independent streaming video.
<input type="checkbox"/> Episodic Content	Episodic content means, but is not limited to, a series which may also be known as episodic programming, means a production intended in its initial run for broadcast on television or streaming - includes independent web series.
<input type="checkbox"/> Commercial	Commercial means, but is not limited to, an advertisement that is a televised announcement sponsoring or promoting ideas, goods or services that have been commercially aired, broadcast, or streamed and distributed.



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Updated 2.17.22



Description of Project: (Detailed Storyline)

☐ Attach Script and Planned Distribution

## 6. TIMELINE and BUDGET

### TIMELINE

Pre-Production Start Date (in Duluth )	Date	
Estimated Principal Photography Production (in Duluth )	Start Date	End Date
Estimated Post Production (if in Duluth, MN)	Start Date	End Date

### BUDGET

	In Duluth	Total Project
Total Production Budget (Estimated Expenditure) Please Attached Proposed Budget	\$	\$

### PUBLIC FINANCIAL ASSISTANCE

<input type="checkbox"/> Yes	<input type="checkbox"/> No	Is this proposed production applying for and/or been awarded additional film production public assistance from the State of Minnesota or other sources? If yes, please list sources and amounts (\$): 1. 2. 3.
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## 7. WORKFORCE and HIRES

Production and Post Production (Entire Project)	In Duluth <sup>1</sup>	Total Project
<b>Total Payroll (Wages)</b>	\$	\$
A. Above-the-Line	\$	\$
B. Below-the-Line	\$	\$
<b>Total Number of All Hires</b>		
A. Above-the-Line		
B. Below-the-Line		
<b>Total Number of Days Employed</b>		
A. Above-the-Line		
B. Below-the-Line		
<b>Estimated Number of Principal Photography Days</b>		
<b>Estimated Number of Post Production Days</b>		

<sup>1</sup>Duluth Film Production Incentive Program rebate could potentially be up to 25% of the total Duluth spend.

Description: Above-the-Line (Screenwriter, producer, director, actors). Below-the-Line (Production crew or team)

**UMFO Internship/Apprenticeship Program:** Producer must select 1 apprentice or intern for every 10 employees (minimum of 1) from the UMFO approved internship/apprenticeship list found on [www.uppermidwestfilmtv.org](http://www.uppermidwestfilmtv.org). Paid Internship/Apprentice salaries are considered eligible for reimbursement.

## 8. VENDORS FOR MAJOR EXPENSES (\$10,000 or more)

Vendor Names (in Duluth, MN)	In Duluth	Total Project
A.	\$	\$
B.	\$	\$
C.	\$	\$
D.	\$	\$
E.	\$	\$

## 9. PERSONNEL (List Key Production Personnel)

If more than two (2), please attach on extra sheet.

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## Executive/Producer(s)

First Name	First Name
Last Name	Last Name
Email	Email
Phone #	Phone #
Duluth Resident Yes/No	Duluth Resident Yes/No
List Two (2) Most Recent Productions (Include Budget-Distribution, if Applicable) 1. 2.	List Two (2) Most Recent Productions (Include Budget-Distribution, if Applicable) 1. 2.

## Director(s)

First Name	First Name
Last Name	Last Name
Email	Email
Phone #	Phone #
Duluth Resident Yes/No	Duluth Resident Yes/No
List Two (2) Most Recent Productions (Include Budget-Distribution, if Applicable) 1. 2.	List Two (2) Most Recent Productions (Include Budget-Distribution, if Applicable) 1. 2.

## Writer(s)

First Name	First Name
Last Name	Last Name
Email	Email
Phone #	Phone #
Duluth Resident Yes/No	Duluth Resident Yes/No
List Two (2) Most Recent Productions (Include Budget-Distribution, if Applicable) 1. 2.	List Two (2) Most Recent Productions (Include Budget-Distribution, if Applicable) 1. 2.

## Line Producer(s)

First Name	First Name
Last Name	Last Name
Email	Email
Phone #	Phone #
Duluth Resident Yes/No	Duluth Resident Yes/No
List Two (2) Most Recent Productions (Include Budget-Distribution, if Applicable) 1. 2.	List Two (2) Most Recent Productions (Include Budget-Distribution, if Applicable) 1. 2.

## Unit Production Manager(s)

First Name	First Name
Last Name	Last Name
Email	Email
Phone #	Phone #
Duluth Resident Yes/No	Duluth Resident Yes/No
List Two (2) Most Recent Productions (Include Budget-Distribution, if Applicable) 1. 2.	List Two (2) Most Recent Productions (Include Budget-Distribution, if Applicable) 1. 2.

## Production Accountant(s) (or Firm)

First Name	First Name
Last Name	Last Name

# Duluth Production Incentive Program Application

Updated 2.17.22



Email	Email
Phone #	Phone #
Duluth Resident Yes/No	Duluth Resident Yes/No
List Two (2) Most Recent Productions (Include Budget-Distribution, if Applicable)	List Two (2) Most Recent Productions (Include Budget-Distribution, if Applicable)
1.	1.
2.	2.

## 10. DISCLOSURES

Has the Production Company, any of the principals or owners of the Production Company owning more than 20% ownership interest (the "Subject Parties") and/or key personnel had any involvement in:

<input type="checkbox"/> Yes	<input type="checkbox"/> No	<b>Creditors-Bankruptcy:</b> Any past and/or current filings for bankruptcy protection or protection from creditors.
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<b>Claims-Litigation:</b> Any past and/or current litigation, or pending or threatened litigation, involving the Production Company, a Subject Party, or key personnel that has resulted or might result in a monetary judgment or monetary settlement against the Production Company, a Subject Party, or key personnel, or a claim of any nature against the Project.
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<b>Charges-Convictions:</b> Any past and/or current charges, convictions or pleas of nolo contendere (no contest) for any crime, including but not limited to any crime involving obscenity, indecency, or similar misdemeanor or felony laws involving the participation of or victimization of a minor.
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<b>Policy:</b> Do you have a written code of conduct or non-discrimination/non-harassment policy in place? (Please Attach)

Key Personnel: All personnel in Section 9 (Personnel) of this application and other personnel deemed appropriate by the Duluth Economic Development Authority and/or its Program Administrator.

## 11. TERMS AND CONDITIONS

These Terms and Conditions constitute a legally binding agreement (the "Contract") between the Duluth Economic Development Authority of Duluth, a body politic and corporate existing under the laws of the State of Minnesota, and its Program Administrator (UMFO) hereinafter referred to as the "Duluth Economic Development Authority," and the Production Company Rebate Recipient, hereinafter referred to as the "Production Company."

**PROGRAM ADMINISTRATOR:** The Duluth Economic Development Authority is using a Program Administrator to administer its Film Production Incentive Program. The Production Company agrees to work with and abide by all Duluth Economic Development Authority requirements under the Film Production Incentive Program Guidelines (the "Program Guidelines"), this application, terms and conditions contained herein, and any other program material necessary for the Program Administrator to administer the program.

**RECORDS AUDITING AND RETENTION:** The Production Company's books, records, documents, papers, accounting procedures and practices, and other evidence relevant to this Contract are subject to the examination, duplication, transcription and audit by the Duluth Economic Development Authority and other auditors in compliance with applicable law. The Production Company agrees to maintain such evidence for a period of six (6) years from the date of final reimbursement or longer if any audit in progress requires a longer retention period.

**TAXES:** The Production Company shall pay all applicable sales taxes and be responsible for the payment of any and all payroll taxes and contributions for unemployment compensation insurance and Social Security which are measured by the wages, salaries or other remunerations paid to employees of the Production Company and shall submit evidence of same to the Duluth Economic Development Authority when requested.

The Production Company acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, shall be made from the Production Company's reimbursements and that it is the Production Company's sole obligation to comply with the applicable provisions of all Federal and State tax laws;

**DISCRIMINATION IN EMPLOYMENT:** The Production Company agrees to comply with all federal, state and local laws, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, disability or age. The Production Company further agrees to comply with all federal, state and local laws or ordinances and all applicable rules, regulations and standards established by any governmental agency having jurisdiction over the Production Company.

**INSURANCE:** The insurance policies set forth in the Program Guidelines must be maintained for the duration of this Contract. A Certificate of Insurance for each policy must be on file with UMFO evidencing coverage during the time in which the Production Company incurred potentially reimbursable expenses in Duluth.

**INDEMNIFICATION CLAUSE:** To the fullest extent permitted by law, the Production Company shall indemnify and hold harmless UMFO, Duluth, and their officers, employees, and agents from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of its Project and production activities, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, to the extent caused by the negligent acts or omissions of the Production Company, a subcontractor, anyone directly or indirectly employed by

them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Contract.

The Production Company agrees, that in order to protect itself, UMFO, and the Duluth Economic Development Authority under the indemnity provisions set forth herein, it shall at all times during the term of this Contract keep in force policies of insurances indicated in paragraph entitled "INSURANCE."

**TERMINATION:** If the Production Company fails to perform any of the provisions of this Contract or violates the Program Guidelines, this shall constitute a default. Unless the Production Company's default is excused by the Duluth Economic Development Authority, the Duluth Economic Development Authority may upon written notice immediately terminate this Contract in its entirety.

This Contract may be terminated without cause by the Duluth Economic Development Authority upon thirty (30) days advance written notice to the Production Company.

The Duluth Economic Development Authority's failure to insist upon strict performance of any provision or to exercise any right under this Contract shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Contract.

#### **OTHER CONDITIONS**

**Compliance with Laws/Standards:** The Production Company shall abide by all Federal, State or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract and the Project, production activities, facilities, programs and staff for which the Production Company is responsible.

**Licenses:** The Production Company shall procure, at its own expense, all licenses, permits or other rights required for the Project and related production activities.

**Minnesota Law to Govern:** This Contract shall be governed by and construed in accordance with the substantive and procedural laws in the State of Minnesota without giving effect to the principles of conflict of laws. All proceedings related to this Contract shall be venued in the State of Minnesota District Court for the Sixth Judicial District in Duluth, Minnesota. Notwithstanding the foregoing, at the Duluth Economic Development Authority's sole discretion, and upon the Duluth Economic Development Authority's election, any and all disputes arising from this Contract may be submitted to binding arbitration to be held in Duluth, Minnesota and governed by the rules of the American Arbitration Association applying the laws of the State of Minnesota.

**WAIVER:** Any waiver by either party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

**SEVERABILITY:** The provisions of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid, or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party.

**NO GUARANTEE OF REIMBURSEMENT:** Submission and/or acceptance of an application or other materials for project certification does not, in any way, guarantee or ensure the Production Company's certification or approval. Furthermore, even if a Project is

certified, there is no guarantee that the Production Company will receive a reimbursement or that reimbursement funds will be available for payment to the Production Company.

**APPLICATION PERIOD:** In order to be considered for reimbursement, expenditures must be incurred no earlier than the project certification date. All forms and applications must be submitted as described in the Program Guidelines and conform to those guidelines as revised by the Duluth Economic Development Authority from time to time, in its sole determination.

**LIMITATION OF LIABILITY:** In no event will the Duluth Economic Development Authority, its Program Administrator, or their officers, directors, employees or agents be liable for lost profits or damages of any kind, including, but not limited to, direct, indirect, special, incidental, consequential or punitive damages, arising out of or in connection with the application, reimbursement, certification, or award process however arising, including negligence.

#### **REPRESENTATIONS AND WARRANTIES OF PRODUCTION COMPANY:**

The Production Company represents and warrants: (1) that all information provided in or with its application is true, accurate and complete and no material information has been omitted, and that any subsequent statements will be true and accurate; (2) that the Production Company will provide the Duluth Economic Development Authority with prompt written notice if any past statement is no longer true and accurate; (3) that the Production Company has the authority to bind the entity on whose behalf the Production Company is signing and that entity is validly formed and in good standing; (4) that the project which is subject to the Production Company's application (the "Project") is a bona fide film, television, episode content, or commercial and qualifies under the Program Guidelines; and (5) the Production Company has secured all necessary rights for the Project and the Project does not infringe, in whole or part, any statutory copyright or common law, property rights, or other right of others, or any law or regulation.

**REQUIRED DISCLOSURES:** If the Production Company checked "Yes" for any of the Disclosures set forth on page 4 of this application, the Production Company must provide documentation disclosing relevant details to the Duluth Economic Development Authority. The Production Company's obligation to disclose information and provide supporting documentation required by this application commences upon application submission and continues until the Production Company's involvement in the Duluth Film Production Incentive Program is complete.

Upon the Duluth Economic Development Authority's review of the documentation and information provided, the Duluth Economic Development Authority may determine in its sole discretion that the Production Company is not eligible for reimbursement funds.

**WAIVER OF CONFIDENTIALITY:** All information and materials submitted to the Duluth Economic Development Authority are non-confidential, may be disclosed to third parties, and may become public. The Production Company hereby waives and releases the Duluth Economic Development Authority from any claim or obligation relating to the confidentiality or alleged trade secret nature of any materials or information the Production Company submits to the Duluth Economic Development Authority. All submitted information is subject to public disclosure per MN Statutes Chapter 13.

**RIGHT TO REFUSE:** The application process does not guarantee the Production Company's acceptance into the program. The Duluth Economic Development Authority reserves the right to reject or deny the Production Company's application for any reason whatsoever. Such determination is solely at the discretion of the Duluth Economic Development Authority and all decisions are final and non-negotiable.

**NO RETURN OF MATERIALS:** The Production Company’s application and all materials and information submitted with it will become the property of the Duluth Economic Development Authority and will not be returned to the Production Company.

**CHANGES:** The Duluth Economic Development Authority may change these Terms and Conditions, the eligibility criteria for project certification, and/or the Project Guidelines at any time. All such changes will be immediately binding on the Production Company. Changes will be posted on the UMFO website:  
[www.uppermidwestfilmtv.org](http://www.uppermidwestfilmtv.org).

Except as set forth in the preceding paragraph, any alterations, variations, modifications, or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing and signed by the authorized representatives of the Duluth Economic Development Authority and the Production Company. This Contract shall supersede all other oral and written Contracts prior to execution of this document.

## 12. FINAL AGREEMENTS

Check Box to Agree	AGREEMENT STATEMENTS	
<input type="checkbox"/>	<b>Credits and Promotional Material</b> I agree and understand by submitting this application that the certified project will supply the above supporting documentation as required. I acknowledge that failure to supply materials may result in retraction of certification.	
<input type="checkbox"/>	<b>Agreement for End Credit Roll</b> I agree and understand by submitting this application that the end credit roll of a film, television, episode content, or commercial that utilizes the Duluth Film Production Incentive Program must recognize Duluth with the following wording: “This project was completed with assistance from Duluth, Minnesota.” I understand that the Duluth Logo will be used in addition to the text. I acknowledge that Duluth, Minnesota reserves the right to prohibit the use of Duluth’s name and logo in the credits if it so desires.	
<input type="checkbox"/>	<b>Program Guidelines</b> I agree and understand by submitting this application that all Program Guidelines will be followed and all obligations will be met.	
<input type="checkbox"/>	<b>Legal Agreement</b> In consideration of the Program Administrator’s review of the Production Company’s Application for Duluth’s Film Production Incentive Program and other valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the Production Company represents, warrants and agrees as follows: (1) the information provided by it in this application and all attachments or exhibits hereto is true and correct, and the Production Company will immediately notify the Program Administrator if any of the information changes or the Production Company discovers it is untrue or incorrect in any way; (2) the Production Company has received, and understands and agrees to, the Terms and Conditions, which are subject to change by the Duluth Economic Development Authority at any time; (3) it satisfies all applicable criteria and standards of eligibility in the Program Guidelines; (4) any final award of a reimbursement is subject to the Production Company’s full and successful completion of the reimbursement application process and the availability of funds to make the reimbursement; (5) the final disbursement of funds is at the sole discretion of the Duluth Economic Development Authority; (6) all reimbursement funds are considered taxable income; and (7) it has received and understands the Expenditure Submission Instructions. ALL REQUIRED SUBMISSIONS ARE ATTACHED, including disclosures, if applicable. (Only complete applications will be reviewed.)	
<input type="checkbox"/>	<b>Terms and Conditions</b> I agree and understand by submitting this application that I have read and agree with the Terms and Conditions of the Duluth Film Production Incentive Program.	
<input type="checkbox"/>	<b>Application Submission</b> By submitting this application, I certify and agree that I am the owner or the authorized representative of the Production Company and that I have authority to bind the Production Company to all matters contained herein. I further certify and agree that all information submitted is true and correct to the best of my knowledge. I agree that false or misleading statements may result in disqualification of the Production Company’s application and, in the discretion of the Duluth Economic Development Authority, will require the immediate return of any disbursed funds. Failure to provide proper documentation of the information provided in this application upon request shall render the application incomplete and will result in the application being disqualified and require that all funds disbursed to the Production Company be returned immediately to Duluth, Minnesota. I understand and acknowledge the information submitted is subject to the Minnesota Government Data Practices Act. I further understand and acknowledge that the Duluth Economic Development Authority may audit the use of the funds. I acknowledge that, by providing an email address and other contact information, I have authorized the Duluth Economic Development Authority to exchange information with the Production Company about its application using unencrypted email. I understand and acknowledge that unencrypted email is not secure and that the Production Company accepts the risk that data may be intercepted by someone other than the intended recipient. I acknowledge and agree that the Program Administrator and Duluth are not liable for any damages caused by such interception.	
<b>Authorized Applicant(s) Name</b> (By filling in, this is your signature)		
First Name	Last Name	Date
Title		
First Name	Last Name	Date
Title		
First Name	Last Name	Date
Title		

The following checklist is a general guide on the process and required documentation throughout the production.

## PROGRAM ADMINISTRATOR and CONTACT



Shari Marshik  
Executive Director  
(218) 461-1628  
[Admin@uppermidwestfilmtv.org](mailto:Admin@uppermidwestfilmtv.org)

**Submit Applications To:**  
Upper Midwest Film Office (UMFO)  
[www.uppermidwestfilmtv.org](http://www.uppermidwestfilmtv.org)  
[Admin@uppermidwestfilmtv.org](mailto:Admin@uppermidwestfilmtv.org)

## 1. SUBMIT APPLICATION (By Production Company)

Requirements	Description
<input type="checkbox"/> <b>A Application</b>	<b>Complete application.</b> Incomplete applications will not be reviewed.
<input type="checkbox"/> <b>B W-9 Form (IRS)</b>	<b>Attach to application</b> a current signed and dated W-9 Form. <a href="http://www.irs.gov/forms-pubs/about-form-w-9">www.irs.gov/forms-pubs/about-form-w-9</a>
<input type="checkbox"/> <b>C State of Incorporation and Certificate of Good Standing</b>	<b>Attach to application</b> the State of Incorporation and Certificate of Good Standing from the state of incorporation and must all be in the same production company name.
<input type="checkbox"/> <b>D Script</b>	<b>Attach to application</b> a detailed script, storyboard, or synopsis of proposed production.
<input type="checkbox"/> <b>E Policy</b>	<b>Attach to application</b> the written code of conduct and/or non-discrimination/non-harassment policy.
<input type="checkbox"/> <b>F Disclosures</b>	<b>Attach to application</b> any disclosures required to be made regarding Creditors-Bankruptcy, Claims-Litigation, and Charges-Convictions.
<input type="checkbox"/> <b>G Budget</b>	<b>Attach to application</b> the production proposed budget including city spend.
<b>Application Reminders</b>	
<input type="checkbox"/> <b>Completed Applications</b>	Complete applications with required attachments. Incomplete applications will not be reviewed.

## 2. REVIEW (Application Review by Program Administrator)

**Application Review:** The Program Administrator will review and score each completed application. Once review is completed, the Program Administrator will notify the applicant if project will be certified or rejected.

## 3. CERTIFICATION (Provided by Program Administrator)

**Certification Letter:** The Program Administrator will provide a "Certification" letter by email or mail. Certification reserves rebate funds based on a project's estimated Duluth production expenditures. Reserved funds are not available to any other production unless the certified project withdraws or is disqualified from certification for any reason. Expenses incurred and/or payments made before project certification (the date on the project certification letter) will not be eligible for reimbursement. Reimbursement is limited to one grant per project per production company.

## 4. BEFORE PRODUCTION (By Production Company)

Requirements	Description
<input type="checkbox"/> <b>A Proof of Funding</b>	<b>Provide proof</b> of funding that shows 100% of Duluth projected spend is secured and this proof is required 30 days prior to principal start date.
<input type="checkbox"/> <b>B Workers Compensation</b>	<b>Provide proof</b> of compliance with Minnesota Workers Compensation. All approved applicants that meet the definition of an "employer" under the Minnesota Workers' Compensation law (Minnesota Statutes Chapter 176) must provide proof of their compliance with workers' compensation insurance coverage requirements in order to receive reimbursement.
<input type="checkbox"/> <b>C Insurance</b>	<b>Provide proof</b> of insurance. In order to receive reimbursement, all approved applicants will be required to provide a certificate evidencing insurance coverage as set forth in the Program Guidelines, effective during the time in which eligible expenses were incurred.
<input type="checkbox"/> <b>D Apprenticeship (Intern)</b>	<b>Select apprentice or intern.</b> All projects are required to select and hire one (1) apprentice or intern for every ten (10) employees from an approved internship/apprenticeship list maintained by the Program Administrator.

### Before Production Reminders

# Checklist

Duluth, Minnesota

<input type="checkbox"/>	<b>Project Kickoff Meeting</b>	Schedule a project kick-off meeting to discuss details of production expectations, rebate amounts, reimbursements, and guidelines. Key people responsible for preparing the Rebate Expenditure Report (RER) should participate in this kick-off meeting.
<input type="checkbox"/>	<b>Review Eligible Expenditures</b>	Review list of eligible expenditures for reimbursement. If there are any questions about expense reimbursement, contact the Program Administrator.
<input type="checkbox"/>	<b>Review Rebate Expenditure Report (RER)</b>	Review the "Rebate Expenditure Report (RER)" to become familiar with required information and process to request reimbursement.
<input type="checkbox"/>	<b>COVID Preparedness Plan</b>	The state of Minnesota requires that all businesses have a COVID-19 preparedness plan in place.

## 5. DURING PRODUCTION (By Production Company)

Requirements		Description
<input type="checkbox"/>	<b>A Daily Call Sheets</b>	<b>Provide</b> daily call sheets, production logs or equivalent.
<input type="checkbox"/>	<b>B Contact</b>	<b>Provide</b> name and contact information of the unit publicist or person responsible for interfacing with media (if available).
<input type="checkbox"/>	<b>C Set Visits</b>	<b>Allow</b> ability to arrange set visits for City officials.
<input type="checkbox"/>	<b>D Video Footage</b>	<b>Allow</b> ability to arrange for behind-the-scenes video footage to be taken and used for marketing.
<b>During Production Reminders</b>		
<input type="checkbox"/>	<b>Receipts</b>	Keep all paid receipts of expenditures in Duluth to validate total City spend and to calculate rebate amount for reimbursement. The Program Administrator will need to review these receipts to validate reimbursable expenditure. Track and record as production starts.

## 6. AFTER PRODUCTION (Before Reimbursement Are Required To) (By Production Company)

Requirements		Description
<input type="checkbox"/>	<b>A Pay Expenses</b>	<b>Pay</b> all expenses incurred in Duluth in full before submitting final RER paperwork.
<input type="checkbox"/>	<b>B Expenses Documents</b>	<b>Provide</b> proof that all expenses incurred in Duluth are paid in full. Copies must be legible.
<input type="checkbox"/>	<b>C Submit Rebate Expenditure Report (RER)</b>	<b>Submit</b> the Rebate Expenditure Report (RER) in the electronic format (Excel), with attachments. RER must be submitted with legible attachments that match RER report in order to receive reimbursement.
<input type="checkbox"/>	<b>D Crew List</b>	<b>Provide</b> a final crew list including contact information (phone and/or email).
<input type="checkbox"/>	<b>E Locations</b>	<b>Provide</b> location(s) breakdown list.
<input type="checkbox"/>	<b>F Production Stills</b>	<b>Provide</b> 3-5 production stills in electronic format with rights cleared for promotional use by the City and/or the Program Administrator.
<input type="checkbox"/>	<b>G Poster Art</b>	<b>Provide</b> poster art.
<input type="checkbox"/>	<b>H Video</b>	<b>Provide</b> a minimum 60 seconds of video from production.
<input type="checkbox"/>	<b>I Interview</b>	<b>Provide</b> at least one producer/talent for local media promotion/interviews (if requested).
<input type="checkbox"/>	<b>J Files</b>	<b>Provide</b> all files in electronic format.
<b>After Production Reminders</b>		
<input type="checkbox"/>	<b>Documentation</b>	Documentation not submitted in the requested format will be returned and reimbursement may be delayed.
<input type="checkbox"/>	<b>On-Screen Credits</b>	All projects with onscreen credits must include the City of Duluth, MN and its Program Administrator logos, and permit the City and the Program Administrator to identify the production in their marketing and promotional materials.