



FISCAL YEAR 2023-2024

CLAY COUNTY TOURIST DEVELOPMENT COUNCIL

COMMUNITY EVENT MARKETING GRANT FUNDING GUIDELINES

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Purpose of this document

This document sets forth the guidelines and categories for requests for funds from the Tourist Development Taxes for Community Event Marketing Grants. Applications for Tourist Development Council (TDC) Community Event Marketing Grants will be accepted from non-profit organizations that plan to hold events or activities within Clay County geared towards Clay County residents. The Community Event Marketing Grant is for events that do not have the goal of becoming a Signature Event.

The Clay County Board of County Commissioners (BCC) administers the funds collected from the tourist development tax on occupied overnight accommodations, including hotel and motel rooms, campsites, and apartment leases of less than six months. As outlined in Section 125.0104, Florida Statutes, the purpose of the tax is to provide funds to implement programs to increase the amount of tourist activity in counties within Florida.

The TDC Funds allocated by the BCC will return to the BCC through the collection of additional tourist development tax dollars generated by overnight stays, along with additional sales tax collected on meals, retail items, admissions, etc., and the collection of gas taxes on motor fuel sold and charged by local merchants.



Grant Process Overview

Below you will find a chart outlines the Clay County TDC Special Event Marketing Grant application, award, and reimbursement process.



Who can apply for a TDC Community Event Marketing Grant?

A Community Event is defined as: One, two or multi-day events sponsored by non-profit organizations which are open to the public such as festivals, community activities, historical events, art shows and other events. Maximum award is \$1,000 per event to be used for marketing (either inside or outside of Clay County).

Grants are limited to organizations that qualify under Section 501 of the Internal Revenue Code as not-for-profit organizations.

The applicant, nor any board member, officer, director, or agent of the applicant, nor any other entity that a board member, officer, director, or agent has previously acted on behalf of, must not owe money to Clay County or any of the municipalities within the County boundary.

Grant requests which do not receive a recommendation for funding by the BCC will not be considered again by the TDC, BCC or County Manager until the following fiscal year.

Overall Guidelines

Applications must conform to the guidelines specified by the TDC. Applications that do not conform to these guidelines will not be considered for funding. The funding limits are subject to approval by the TDC, which then makes its recommendations to the BCC. The BCC is not bound by the recommendations of the TDC and may increase or decrease funding. The BCC has the final approval or denial of grant requests.

Use of TDC funding by grant recipients for an event must have one of its main purposes the attraction of tourists into the County as evidenced by the promotion of the event to tourists.

TDC funds used for advertising and promotion of community events can be placed in Clay County or out-of-Clay County media. This is to ensure that funds will be used to attract event participants who reside outside of Clay County and who may stay at least one night in paid lodging into the County.

Applicants receiving TDC Community Event Marketing Grant funding are required to have their promotional advertising (print, radio, T.V., and digital) pre-approved by the Tourism Director or his/her designee in advance of publication or airing. This pre-approval ensures that the grant requirement "For visitor information, go to www.exploreclay.com." appears in advertising. Ad copy or scripts may be emailed to Kimberly.morgan@claycountygov.com.

Exemption: Ticketed events requiring payment for a ticket using radio advertising to direct consumers to the event's website for ticket sales. In this case, the event is required to have on its ticket purchase page the Clay County logo and the required wording with a link to www.exploreclay.com. Please contact the Tourism Director at (904) 278-3734 with any questions concerning allowable reimbursable expenses.

The event must take place within Clay County and be accessible to the public and to disabled persons as defined by A.D.A.

The online TDC Grant Application form must be typed and filled in completely.

Multiple events by the same applicant must submit separate and distinct applications with independent summaries, marketing plans, and budgets. Community Events by the same applicant must occur a minimum of 30 days from one another to be eligible for a Community Event Marketing Grant application.

All event expenditures are on a reimbursement basis only. No funds will be advanced in anticipation of the receipt of an invoice.

Clay County logo and link to www.exploreclay.com are required to appear on the event website. The Brand Guidelines Policy for use of the County logo is available. A full-screen shot of the County logo on the event website displaying the date and time of the screenshot is required for reimbursement.

Ticketed events, when using broadcast advertising, must show a link on the event ticket purchase page that shows the Clay County logo with a link to www.exploreclay.com. Other suggestions are including the required wording on a crawler on the screen or mentioning in a radio ad, "Brought to you by www.exploreclay.com, where you can get visitor information when you attend (insert event name)."

Emergency Plans that are provided in the application will be shared with the County's Emergency Management Division. Emergency Plans should include traffic and parking plans, response plans for a missing child, vehicular accident, inclement weather, pandemic, evacuation plans, etc.

It is strongly suggested that applicants attend and/or review the TDC Event Marketing Grant Workshop in preparation for and as a reference tool for the event.

Submitting your application

- The TDC Community Event Marketing Grant application is available online and can be accessed from www.ClayCountyGov.com by selecting the 'Business' tab and then selecting 'Hospitality & Tourism.' On the left side of the Hospitality & Tourism homepage, select 'Community Event Marketing Grant.' You will then select the application that aligns with your event dates.
- This selection will open an online application form, which you will complete and upload any required application materials. Acceptable file formats include Adobe PDF, Word, Excel, JPEG, PNG, and Microsoft PowerPoint.
- Projects must meet the guidelines and criteria outlined in this document. Grant reimbursement will only be for expenses incurred for events occurring between October 1, 2023, to September 30, 2024.
- Applications must be submitted via the online application, which will be delivered via email (Kimberly.morgan@claycountygov.com) to Kimberly Morgan, Director of Tourism & Film Development.

- The Tourism Division office is located on the 1st Floor of the Clay County Administration Building and is open during the hours of 8 a.m. to 4:30 p.m., Monday through Friday. For further information, call the Tourism Office at (904) 278-3734.

Required Information for your Application

For an application to be considered, the following documents must be provided:

Proposed Event Budget

A complete detailed project budget must be submitted that includes all planned expenses and media placements with corresponding costs and other promotional expenses. The complete detailed project budget must include all anticipated revenues and sponsorships.

Proposed Marketing Plan

Applicants must supply a comprehensive marketing plan that shows the event will be marketed both in and outside of Clay County, even though reimbursement will only be made for out of county marketing buys.

501(c)3 Financial Statement

This document discloses the operating activities of the 501(c)3 and displays responsible use of funds.

Statement on requested grant award amount

Applicants must submit a statement clearly defining their request for a grant award amount. Be aware that the maximum amount a Community Event can receive is \$1,000.00.

Event Emergency Plan

An emergency management plan must be included in the application to confirm that event organizers have discussed plans with county/ municipality officials to ensure residents' and visitors' safety.

An emergency plan should include:

- Traffic and Parking Plans
- Response plans for incidents such as a missing child, vehicular accident, inclement weather, pandemic, etc.
- Evacuation plans for scenarios including a weather incident, active shooter, etc.
- Contact with county/ municipality emergency services for review of emergency plans

All materials submitted with applications for grant funding, with the exception of the emergency plan, will become a matter of public record, open to inspection by any citizen of the State of Florida, subject to the requirements of Chapter 119, Florida Statutes.

Application Scoring

After an application is submitted to the Clay County Tourism & Film Development Division, it is scored based on four weighted factors. Each factor has a maximum of 25 points that can be awarded.

1. **Commitment to the expansion of tourism in Clay County**
2. **Soundness of proposed event**
3. **Stability and management capacity**
4. **Quality of proposed event**

1. Commitment to the Expansion of Tourism in Clay County- Maximum 25 points

Commitment to the expansion of tourism in Clay County is evaluated based on evidence of the overall tourism impact of out of county tourists/visitors.

High-Value Visitors - those tourists/visitors from areas outside of Clay County staying overnight in paid accommodations

Day Visitors - those tourists/visitors from outside of Clay County but not spending the night in paid accommodations

- High Impact (25 points): 50 or more estimated room nights involving High Value Visitors and/or 4,000 or more Day Visitors
- Medium Impact (15 points): 25 or more estimated room nights involving High Value Visitors and/or 2,000 or more Day Visitors
- Low impact (5 points): Less than 25 estimated room nights involving High Value Visitors and/or less than 2,000 Day Visitors

2. Soundness of Proposed Event - Maximum 25 points

Soundness of the proposed event is evaluated based on the event illustrating clearly identified objectives, other additional funding sources being used, and an out-of-county advertising plan.

- Emergency Plan
 - Submitted an Emergency Plan (5 points)
 - Did not submit an Emergency Plan (0 points)
- Budget
 - Submitted a Budget (10 points)
 - Did not submit a budget (0 points)

- Not defined on the application (0 points)
- Marketing Plan
 - Submitted a marketing Plan (10 points)
 - Did not submit a Marketing Plan (0 points)

3. Stability and Management Capacity- Maximum 25 points

Stability and management capacity are evaluated based on the event having a proven record or demonstrated the organization's capacity to successfully develop resources, effectively plan, organize, and implement the proposed event.

- How long has the event existed?
 - A third-year or more (15 points)
 - Second-year (10 points)
 - First-year (5 points)
- Event History Documentation - For past events, were all the TDC grant documentation requirements submitted and adhered to as published in policy?
 - All documentation properly submitted, and grant funds appropriately used as outlined in the grant request (10 points)
 - Documentation submitted but incomplete and/or grant funds not fully used as outlined on the grant request. (5 points)
 - Documentation not submitted as required and/or grant funds not used as agreed. (0 points)

4. Quality of Proposed Event- Maximum of 25 points

Quality of proposed event is evaluated based on the event attracting residents and visitors to Clay County with a high-quality experience which provides a significant benefit to Clay County. Also, whether the event would not take place in Clay County but for TDC funding assistance.

- High Impact - Recurring event with increasing levels of participation and significant economic impact. The event uses a systemic approach to data collection and analysis. The event has a well-defined emergency plan. (25 points)
- Medium Impact - Recurring event with a steady level of participation and economic impact on the County. The event has an emergency plan. (15 points)
- Low impact - Event with a level of impact unknown, has a positive anticipated level of participation and economic impact to the County OR a recurring event with a declining level of participation and economic impact on the County. The event has no emergency plan. (5 points)

Grant awards will be calculated based on the scores earned and the percentage of funds available.

Example of scoring:

Commitment to the Expansion of Tourism in Clay County: 10 points scored

Soundness of Proposed Event: 15 points scored

Stability and Management Capacity: 25 points scored

Quality of Proposed Event: 15 points scored

Total Score: 65

Application and Evaluation Procedure

Applicants are required to direct all questions regarding their request for funding to the Tourism Division Office at (904) 278-3734.

The Director of Tourism or his/her designee will review all applications to determine if they meet the established criteria for funding. Applications deemed incomplete or lacking sufficient detail will be returned.

Each grant application will receive electronically generated metrics that will be reviewed by the Director of Tourism. If any metric changes are necessary, the Director of Tourism can make those changes based on reviewing the grant application and alignment with the stated criteria and scoring. The changes described above must be made prior to review by the TDC.

The TDC will receive the electronically generated metrics described above as well as staff recommended awards for review and consideration based on approved evaluation criteria (see pages 9-11). A copy of each grant application will be available upon request. It is recommended that applicants attend the public meetings that have TDC grants appearing on the agenda, so that Committee Members or Commissioners will have an opportunity to confer and ask questions, if desired. The TDC will vote on each qualifying applicant and prioritize a list of its recommendations for funding for the next Fiscal Year. Funding recommendations will then be presented to the Clay County Finance and Audit Committee and Board of County Commissioners for final approval.

Grant requests which do not receive a recommendation for funding by the BCC will not be considered again by the TDC, BCC, or County Manager until the following fiscal year. The applicant, nor any board member, officer, director, or agent of the applicant, nor any other entity that a board member, officer, director or agent has previously acted on behalf of, must not owe money to Clay County or any of the municipalities within the Clay County boundary.

Acceptable Marketing & Materials

The following marketing options are approved to be pursued by event organizers in compliance with the TDC Community Event Marketing Grant Guidelines.

Print Advertisement

Print advertisement is defined as advertisements printed in hard copy publication, such as newspapers, magazines, billboards, flyers, banners, etc.

All print advertisement is required to state "For visitor information, go to www.exploreclay.com," in a legible and readily identifiable manner.

For reimbursement of print advertising, please have on hand:

- A photograph, scan, or physical hard copy of the advertisement
- An invoice stating the product that was purchased and total billed
- Voided check or bank statement confirming that this purchase was paid
- A logistical document stating where this advertisement was placed outside of Clay County

Radio Advertisement

Radio advertisement is defined as audio marketing that is accessed via traditional stations and satellite and internet radio.

For reimbursement of traditional radio advertisement and/or internet radio advertisement, please have on hand:

- A copy of the audio file that was used for marketing. This can be submitted via thumb drive, CD-ROM, or email
- An invoice stating the product that was purchased and total billed
- Voided check or bank statement confirming that this purchase was paid
- Logistical document stating where this advertisement was placed outside of Clay County

Any additional advertising that is included in a radio ad purchase, such as website feature, social media feature, or other marketing options, must also be submitted as part of the reimbursement materials. Additional materials should state the required wording, "For visitor information, go to www.exploreclay.com."

Digital Media Advertisement

Digital media advertisement is defined as promotional content that is distributed through online and digital channels. This can include social media advertisements, email newsletters, Google Ads, etc.

For reimbursement of digital media advertisement, please have on hand:

- A screenshot of the advertisement, with the required wording, "For visitor information, go to www.exploreclay.com," clearly visible in the graphic or associated verbiage
- An invoice stating the product that was purchased and total billed
- Voided check or bank statement confirming that this purchase was paid
- Logistical document stating where this advertisement was placed outside of Clay County

Marketing Assistance

We understand that not every event planner has an experienced marketing team behind them to market the event effectively. We suggest that event planners in that situation consider hiring a marketing agency of their choosing. Below you will find a few area marketing agencies familiar with Clay County that have agreed to work with local events for a fee for their marketing services. They are:

- Advance Travel & Tourism – www.advancetravelandtourism.com – Contact: Adrienne Glass
- 904 Happy Hour – <https://www.904happyhour.com/home> - Contact: Charles Wagener
- AD Marketing- <https://admarkjax.co/> - Contact: Alex Dew
- 20/Twenty Creative - www.20twentycreative.com - Contact: CJ Allen
- E.Z.Y. Marketing - www.EZYMarketing.com - Contact: Catrine Fredrikson

Suggested Target Marketing

As of March 2021, the top markets for website traffic are:

- Atlanta, GA
- Jacksonville, FL
- Orlando-Daytona Beach-Melbourne FL
- Miami/Ft. Lauderdale, FL
- Savannah, GA
- Charlotte, NC
- Tallahassee, FL
- Columbus, GA
- Gainesville, FL

Other markets that we see as emerging markets worth consideration are:

- Tampa
- St. Louis, MO
- Los Angeles, CA
- Washington DC
- New York
- Chicago

Event Cancellation Policy

It is the event organizer's responsibility to alert the Clay County Tourism & Film Development Division in the event of an event cancellation. In the event of a cancellation due to circumstances outside of the event organizer's control, such as a natural disaster or pandemic, the event organizer may be eligible for reimbursement for marketing that has already been published and been paid for prior to the cancellation. If an event is canceled, please contact Kimberly Morgan, Director of Tourism & Film Development, by phone at 904-278-3734 or via email at Kimberly.Morgan@claycountygov.com

Reimbursement Procedures

A representative or designee from the organization MUST submit the following materials digitally in the order listed for reimbursement *within 60 business days* of the event:

- Signed and notarized Reimbursement Affidavit
- A copy of the ad submitted for reimbursement that includes the required wording "For visitor information, go to www.exploreclay.com." Scan a copy of newspaper, magazine, or professional periodicals showing coverage of the event. Radio, T.V., and digital advertising must also say "For visitor information, go to www.exploreclay.com." in the announcement (submit a duplicate of tape, CD, or DVD used.) Please contact Kimberly Morgan, Director of Tourism & Film Development, if you consider digital advertising efforts (i.e., Facebook advertising, Groupon, etc.)
- Invoices being submitted for reimbursement MUST be scanned and coupled with a copy (showing both front and back) of the canceled check(s) used for payment or a copy of the bank statement highlighting the specified purchase. Corporate credit cards which are in the name of the organization approved by the Board of Commissioners for TDC funding may be used to pay invoices that will be submitted for reimbursement. **PLEASE NOTE: personal credit cards of organization members (i.e., John Q. Smith) used for payment of products or services will not be reimbursed.**
- A post-event report detailing an estimated number of attendees, hotel room nights accounted for, an overview of marketing strategies used, visitor perception of event, the destination of origin of attendees, etc.

*Materials for reimbursement must be submitted **WITHIN 60 BUSINESS DAYS AFTER THE EVENT** before reimbursement will be made.*

After submitting the above materials, if all materials are in order, your request will be forwarded to the Comptroller Office of the Clay County Clerk of the Court for processing and reimbursement. A check should be issued from the Comptroller Office of the Clay County Clerk of the Court within 45 days. All expenditures for which funds are requested for reimbursement may be subject to audit. Any grant recipient which receives a reimbursement which is later determined to have been made in error must be repaid to Clay County immediately upon notice given to said organization.

Payment Process

Reimbursement of marketing materials will be mailed to the address provided by the event organizer in their Vendor Information Form. All new events are required to contact the Clay County Tourism & Film Development Division to receive their Vendor Information Form and a December 2020 Revised W9 Form. These documents are to be submitted to the Clay County Tourism & Film Development Division prior to being awarded any funds by the Clay County Board of County Commissioners. If an event organizer has previously submitted their vendor information but has had a mailing address change, please contact the Clay County Tourism & Film Development Division to update the vendor information.

Contact Information

For further questions or concerns regarding Clay County TDC Event Grants, please contact the Clay County Tourism and Film Development Division.

Kimberly Morgan, *Director of Tourism & Film Development*

P.O. Box 1366 / 477 Houston Street

Green Cove Springs, Florida 32043

Office: 904-278-3734 / Cell: 904-295-5802

Kimberly.Morgan@claycountygov.com

Caroline Everill, *Tourism Program Manager*

P.O. Box 1366 / 477 Houston Street

Green Cove Springs, Florida 32043

Office: 904-278-3792

Caroline.Everill@claycountygov.com

**TOURIST DEVELOPMENT COUNCIL
COMMUNITY EVENT MARKETING GRANT AGREEMENT
[Organization Name]**

This Tourist Development Council Special Event Marketing Grant Agreement (“Agreement”) is made and entered into this ____ day of _____, 2023 (“Effective Date”) by and between Clay County, a political subdivision of the State of Florida (the “County”) and (insert Organization Name) (“Organization”).

RECITALS

WHEREAS, the Clay County Tourist Development Council (“TDC”) accepts applications from non-profit organizations that plan to hold a Special Event within Clay County that have been shown to attract substantial out of county publicity for Clay County or have the potential to attract out-of-town visitors who will occupy overnight accommodations; and

WHEREAS, in accordance with the TDC’s Special Event Grant Funding Guidelines, incorporated herein by reference, a Special Event is defined as one, two or multi-day events sponsored by non-profit organizations which are open to the public such as festivals, community activities, historical events, art shows and other events; and

WHEREAS, Tourist Development Tax Fund (“TDT Funds”) are used to fund Special Event Marketing Grants with a maximum reimbursement award amount of \$3,500 per Special Event; and

WHEREAS, the Organization is a non-profit organization who submitted an application, incorporated herein by reference, to the TDC seeking funding for marketing outside of Clay County for a Special Event; and

WHEREAS, based upon review of the application, the TDC recommends awarding a Special Event Marketing Grant to the Organization; and

WHEREAS, based on the TDC’s recommendation, the County hereby awards a Special Event Marketing Grant to the Organization to provide funding on a reimbursement basis from its TDT Funds under the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The term of this Agreement shall commence on the Effective Date and shall end on _____ (insert date). The Organization understands that any invoice for reimbursement must be submitted prior to this date. The Agreement may be amended or extended only upon mutual written agreement of the parties.

3. Funding provided under this Agreement shall be limited to expenses incurred by the Organization for advertising and promotion of the Special Event outside of Clay County media (“Qualified Expenses”).

4. As a stipulation of accepting this Agreement, the Organization must have its promotional advertising (i.e., print, radio, T.V., and digital) pre-approved by the Tourism Division Director or designee in advance of publication or airing. The Organization shall provide the following wording on its advertisements “For visitor information, go to www.exploreclay.com”. The Organization is also required to have a Clay County logo and hyperlink to www.exploreclay.com on the event website. Rules regarding use of the logo are available in the Clay County Brand Guidebook. Ticketed events, when using broadcast advertising, must show a link on the event ticket purchase page that shows the Clay County logo with the required wording and a link to www.exploreclay.com. Please see the County’s Grant Guidelines

5. The County agrees to reimburse the Organization for the Qualified Expenses incurred by the Organization during the term of this Agreement up to the maximum amount of \$ _____ (insert amount awarded by the BCC).

6. To be eligible for reimbursement, the Organization must submit an invoice with the required supporting documentation within 60 days following the Special Event described in the application to the County’s Tourism & Film Development Division (“Tourism Division”) by Email at _____ or U.S. Mail at P.O. Box 1366, Green Cove Springs, FL 32043 ATTN: _____. The invoice for reimbursement shall include the following information and supporting documentation:

- a) The Organization’s name, address and phone number, including payment remittance address.
- b) Reference to this Agreement by its title and number as designated by the County.
- c) Total reimbursement amount being requested.
- d) Name/Description of the Special Event and date(s) the Special Event occurred.
- e) Proof of payment (i.e., invoice stating product that was purchases and total billed and voided check or bank statement confirming payment) which demonstrates that the requested reimbursement is for Qualified Expenses incurred by the Organization during the term of this Agreement.
- f) Full-screen shot of the Clay County logo on the event website displaying the date and time of the screenshot.
- g) Proof that the marketing for the Special Event actually was distributed (i.e., copy of the advertisement, photograph, scan, screen shots, photos with locations named, etc.).
- h) Post Special Event report, analysis, or comments as requested by the Tourism Division.
- i) Any additional documents, records, or information as needed that may be requested by the County.

7. Upon receipt of the invoice, the Tourism Division shall review the invoice and supporting documentation to determine whether the event marketing is as represented in the invoice, is as required by this Agreement, and qualifies as a Qualified Expense. Once invoice is reviewed by the Tourism Division, it shall be submitted to Clay County Comptroller’s office (“Paying Agent”) for processing and reimbursement. If the County determines that the invoice(s) does not conform with the applicable requirements, the Tourism Division and/or Paying Agent shall notify the Organization of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the County. If the correction is not timely made or if the correction

is unacceptable to the County, the Organization will not be reimbursed to the extent determined by the County. Payment shall be made only after receipt and approval of the invoice with supporting documentation. Only actual and documented Qualified Expenses shall be reimbursed by the County. Any payment made by the County to the Organization which is later determined to have been made in error must be repaid to the County immediately upon notice given to the Organization.

8. The Organization acknowledges that in the budget for each fiscal year of the County during which the term of this Agreement is in effect, a limited amount of funds are appropriated from the TDT Funds, which are available for event marketing under this Agreement. Any other provisions of this Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make for all Qualified Expenses under this Agreement from the budget of any fiscal year shall not exceed the County's appropriation in its budget for said fiscal year for event marketing.

9. The Organization must at all times during the term of this Agreement be eligible to receive tax-deductible charitable contributions as an exempt non-profit organization under Section 501(c)(3) of the Internal Revenue Code.

10. The Organization shall defend, indemnify, and hold harmless the County, its directors, officers, employees, and agents, from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs, attorneys' fees, professional fees, or other expenses, arising out of or in any way resulting from the acts or omissions of Organization, its directors, officers, employees, or agents, relating in any way to the Special Event and/or Organization's performance under this Agreement. These indemnification obligations shall survive the termination of the Agreement. The Organization's duty to defend, indemnify and hold the County harmless specifically does not encompass indemnifying the County for its own negligence, intentional or wrongful acts, omissions or breach of contract.

11. The County does not agree to and shall not indemnify the Organization or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

12. The County expressly disclaims any and all responsibility or liability to the Organization or third persons for the actions of the Organization or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Agreement and/or the Special Event.

13. The Organization acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Organization shall comply with all requirements of Chapter 119, Florida Statutes, to the extent applicable to the records and documents associated with this Agreement. All records and expenditures associated with this Agreement are subject to audit by the County. The Organization shall maintain all records and expenditures associated with this Agreement for a minimum of five years from the date of final reimbursement made under this Agreement.

IF ORGANIZATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

14. The Organization shall not assign or otherwise transfer, in whole or in part, any of its rights, duties, or obligations under this Agreement to any other party.

15. No third party beneficiaries are intended or contemplated under this Agreement, and no third party shall be deemed to have rights or remedies arising under this Agreement against either party to this Agreement.

16. The Organization is an independent contractor under this Agreement. The parties and their personnel will not be considered to be employees or agents of the other party. None of the provisions of this Agreement shall be construed to create, or be interpreted as, a joint venture, partnership or formal business organization of any kind.

17. Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement.

18. The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary.

19. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation, mediation, or other action proceeding between the parties arising out of this Agreement lies in Clay County, Florida.

20. No waiver by either party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different paragraph, subparagraph, clause, phrase, or other provision of this Agreement.

21. This Agreement represents the entire agreement between the parties. No understanding, statement, representation, writing, agreement, course of conduct, or course of action by the parties or the authorized representatives of the parties, which is not expressed in this Agreement, shall be valid.

22. The Agreement may be executed in any number of counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same agreement.

23. The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written

signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on behalf of each as of the date and year first above-written.

Organization:

By: _____

Print Name: _____

Print Title: _____

**Clay County, a political subdivision of the
State of Florida**

By: _____

Howard Wanamaker
County Manager on behalf of the
Board of County Commissioners

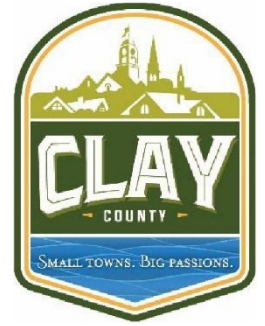
Sample Budget

INCOME	
Sponsorships	
Ticket Sales	
Total Sales	\$0
EXPENSES	
Salaries & Compensation	
Payroll Taxes	\$0
Credit Card Expense	\$0
Taxes & Licenses	\$0
Advertising	\$0
Insurance	\$0
Supplies	\$0
Telephone	\$0
Utilities	\$0
Accounting & Legal	\$0
Travel & Entertainment	\$0
Dues and Subscriptions	\$0
Miscellaneous	\$0
Other:	\$0
Interest	\$0
Total Expense	\$0

Sample Marketing Plan

	October				November			
Medium	7	14	21	28	4	11	18	25
Digital/Video								
Facebook Post Boost		x	x		x		x	
Instagram Story				x				x
Groupon	x					x		
Print Media								
Clay Today	x	x	x	x	x	x	x	x
Neighbor to Neighbor	x				x			
Jax4Kids		x	x	x	x	x	x	
Atlanta Parent		x			x			
Promotions								
Radio Ticket Giveaway								x
Public Relations								
VISIT FL				x			x	
Collateral								
Posters		x						
Lure Brochure		x						

Clay County Tourist Development Council Event Marketing Grant Reimbursement Checklist



Congratulations for being awarded a TDC Event Marketing Grant! This checklist was created in an effort to proactively help you prepare for the reimbursement process of your grant. Remember that we are here to assist you in every way possible. Please do not hesitate to reach out to Kimberly Morgan, Director of Tourism & Film Development at 904-278-3734/cell: 904-295-5802 or via email at kmorgan@claycountygov.com.

Use of TDC Funds

Use of TDC funding by grant recipients for an activity, service, venue or event must have as one of its main purposes the attraction of tourists into the County as evidenced by the promotion of the activity, service, venue or event to tourists. This is in accordance with Florida Statutes, Section 125.0104.

TDC funds used for advertising and promotion of special events must be placed in out-of-Clay County media. This is to ensure that funds will be used to attract event participants who reside outside of Clay County and who may stay at least one night in paid lodging into the County. No media expenditures within Clay County will be reimbursed.

Applicants receiving TDC grant funding are required to have their promotional advertising (print, radio & TV) pre-approved by the Tourism Director in advance of publication or airing. This pre-approval ensures that the grant requirement "For visitor information, go to www.exploreclay.com." appears in advertising. Ad copy or scripts may be emailed to Kimberly.morgan@claycountygov.com.

Prior to Event:

- Do you need a hotel room block for vendors, attendees, etc.? If so, contact the Director of Tourism.
- Evaluate your SMART Objectives. Are they being met?
- Have you submitted an event description to the Director of Tourism for inclusion on the Calendar of Events?
- Submit your advertising drafts with "For visitor information, go to www.exploreclay.com." to the Director of Tourism.
- Share your final marketing plan.
 - Where are you advertising?
 - Are you using digital marketing, print, broadcast, billboards, etc.?
- Make sure that you share with your advertising agency (or if you do it yourself) that you need

to have a copy of the advertisement for reimbursement purposes:

- Digital Media - Screen shot of digital ad that showcases the digital platform (Facebook, website, etc.) and the date the ad ran.
- Print Media - actual page on which the advertisement was published on that includes the publication name and date.
- Broadcast (TV/Radio) - actual audio and/or video on a disc or thumb drive (for our files) and dates that it ran.
- Billboard - actual photo of billboard displaying your advertisement.

During the Event:

- Are you conducting research to find out where your attendees are coming from?

Following the event (within 60 business days of the event):

- Due Date: _____
- Sign and notarize the Reimbursement Affidavit
- Invoices for all reimbursable materials must:
 - Include the digital media screen shot, broadcast, print or other types of media screen shots, actual publications or recordings or photos with the itemized invoice.
 - Coincide with a copy of a cancelled check(s) (showing both front and back) for payment.
 - Align with a copy of the bank statement.
 - If a credit card is used for payment, a corporate credit card in the name of the organization that was approved by the Board of County Commissioners for TDC funding must be used for the payment. No personal credit cards of organization members (i.e., John Q. Smith) used for payment of products or services will be reimbursed.
- Share visitor zip code information with the Director of Tourism
- Complete Post Event Comments Sheet and share with the Director of Tourism.

What is Marketing?

Definition of Marketing

Marketing is the activity, set of institutions, and processes for creating, communicating, delivering, and exchanging offerings that have value for customers, clients, partners, and society at large. (Approved 2017 – American Marketing Association)

Types of Marketing

- **Print Marketing** – Includes advertisements in newspapers, newsletters, magazines, brochures, posters, direct mail pieces, and other printed material for distribution directly to the consumer. Billboards also fall into this type of marketing.
- **Broadcast Marketing** – Includes radio and television commercials, as well as specialized forms like on-screen movie theater advertising.
- **Digital marketing** encompasses all marketing efforts that use an electronic device or the internet. Businesses leverage digital channels such as search engines, social media, email, and other websites to connect with current and prospective customers. Examples include, but are not limited to:
 - **Search Engine Marketing (SEM)** – Search Engine Marketing (SEM) utilizes paid and unpaid mechanisms for improving visibility on a search engine results page. This increased visibility translates into higher traffic for the ecommerce site and enhanced revenue. These mechanisms may include Search Engine Optimization (SEO) techniques like keyword insertions, backlink building, and content optimization. Paid techniques include paid inclusion, link farming and content marketing.
 - **Pay Per Click Marketing** – Pay Per Click (PPC) is often associated with banner ads, pop up ads and sponsored links. This form of marketing is commonly priced upon the number of clicks upon the ad or link. PPC marketing remains important for its ease of use, highly measurable effectiveness and modest Return on Investment (ROI) but the PPC model of marketing has diminished in importance as consumers have become inured to ubiquitous use of ads and links.
 - **Email Marketing** – Email marketing has been an essential medium for marketing strategies since the inception of online marketing. The use of ads, newsletters and other content that is directly sent to consumers who have expressed interest in the product or business remains a very successful way of generating consumer interest and maintaining a relationship with customers. Due to the narrow window of consumer responses, email conversion rates can be measured with a very high degree of accuracy, which allows marketers to develop very strategic and sophisticated metrics for this important medium.
 - **Social Media Marketing** – Social media sites like Facebook, Instagram and Twitter have huge followings that present enormous marketing possibilities for businesses. The ability to gauge consumer interest in products, brands and social trends offers a huge amount of valuable information that marketers can utilize to create effective and narrowly targeted marketing campaigns. Some options may include, but are not limited to: social media post boosts, social media advertising, coupon/deal sites like Groupon, etc.