

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 02-06-2007

☐ Consent

☒ Regular

☐ Workshop

☐ Public Hearing

Submitted By: Economic Development

I. EXECUTIVE BRIEF

Staff recommends motion to approve: A \$150,000 Grant Agreement with The Palm Beach International Film Festival, Inc. (PBIFF) to provide funding to assist operating and conducting the 2007 Palm Beach International Film Festival on April 19-27, 2007 commencing retroactively on October 1, 2006 and ending September 30, 2007. This Grant Agreement has been approved for the current budget year.

Summary: The source for the \$150,000 Grant is from the current Economic Development Office Budget. The scope of services outlined for this FY 2007 Agreement falls within four categories:

A) Operations: Recruit and review the submittal of 250 American and international films for the PBIFF, with the goal of 10% to be international; obtain the participation and commitment from 50 talent-industry professionals with the objective of raising awareness of the Festival and providing feedback for future expansion strategies; and provide operational support services for all aspects of the Festival.

B) Revenue Generation: Match 100% of COUNTY grant with private funds; develop a Business & Merchandise Plan for 2008; and develop fundraising/awareness events in 2007.

C) Education: Provide scholarships to the winners of the Student Showcase of Films and develop student liaisons between the PBIFF and the Palm Beach County school system to encourage participation in the festival.

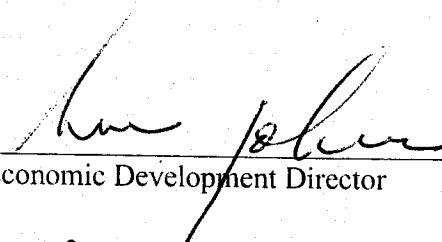
D) Economic Development: Offer a seminar on film industry issues; meet with the business community through the Business Development Board and chambers of commerce to encourage local film makers to participate in the Festival activities; assist Tourist Development Council and Economic Development Office in the update of the economic impact of the Festival in the County; and document international participation at the Festival. *Countywide (DW)*

Background and Policy Issues: The PBIFF was founded in 1996 as a public-private effort to further develop the film and television industry in Palm Beach County, promote tourism, enhance the artistic appreciation of film in the community, and sponsor education programs in film, television and related media arts. PBIFF is in its 12th annual season and has realized significant accomplishments in fulfilling its goals. It is recognized as one of the top 25 film festivals in the world and has shown more than 100 local, national and international films each year to audiences throughout Palm Beach County, as well as sponsoring special events including celebrities and industry professionals. PBIFF gives back to the community by supporting the County's film, television and production education programs at public schools and colleges. Currently, over 2,880 students participate in programs sponsored in part by PBIFF initiatives, including the Student Showcase of Films (SSOF), which is produced in association with the Palm Beach County Film & Television Commission to support the participation of students from schools and colleges from Palm Beach County and throughout the State of Florida. Through the SSOF, PBIFF grants awards, prizes and scholarships to winning films and film makers.

Attachments:

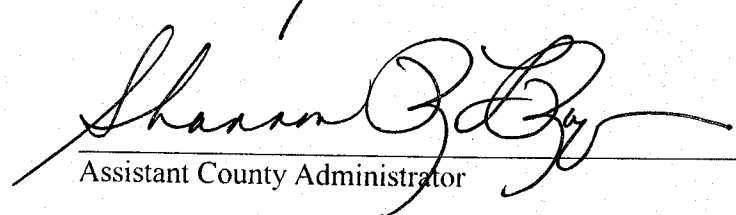
Grant Agreement

Recommended by:


Economic Development Director

1-24-07
Date

Approved by:


Assistant County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures					
Operating Costs	<u>150,000</u>				
Operating Revenues					
Program Income (PBC)					
In-Kind Match (PBC)					
NET FISCAL IMPACT	<u>150,000</u>				
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes X No _____

Budget Account Number:

Fund 1539 Department 764 Unit 1080 Object 8201 Program Code _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

The source of funds for the \$150,000 is the Film Studio

C. Departmental Fiscal Review: *[Signature]* 1/2/07

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

[Signature] 1-17-07
OFMB

[Signature] 1/24/07
Contract Dev. and Control

B. Legal Sufficiency:

[Signature] 1/25/07
Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

[Signature]
Department Director

This summary is not to be used as a basis for payment.

The Palm Beach International Film Festival

A GRANT AGREEMENT BETWEEN

PALM BEACH COUNTY

AND

THE PALM BEACH INTERNATIONAL FILM FESTIVAL, INC.

THIS Grant Agreement, entered into this _____ day of _____, 2007, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as COUNTY and the **Palm Beach International Film Festival, Inc.**, a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **289 Via Naranjas, Royal Palm Plaza, Suite #48, Boca Raton, Florida 33432**, hereinafter referred to as the GRANTEE, whose Federal Employer Identification Number is **650599763**.

WHEREAS, the development of the film and television cluster industry was identified at the 2005 Palm Beach County Economic Summit as a "branding priority" and a key international marketing tool; and

WHEREAS, the Palm Beach International Film Festival, hereinafter referred to as the PROJECT, is recognized to be an important component of Palm Beach County's artistic, education, tourism, and business development life;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereby agree to the following terms and conditions:

Recitals

The foregoing recitals are correct and true at the time of execution of this Agreement and are incorporated herein by reference:

**PART I
TERMS OF THE CONTRACT**

Scope of Services

The GRANTEE shall, in a satisfactory and proper manner as determined by the COUNTY, perform the tasks necessary to complete the Scope of Services outlined in Exhibit "A", submit invoices using the cover sheet as shown in Exhibit "B", and provide reports as shown in Exhibit "C", which are attached hereto and made a part hereof. In order to provide the services set forth in Exhibit "A", GRANTEE may enter into contracts with various firms or individuals to assist GRANTEE in its performance of the activities or functions described in this Agreement, provided that the funds necessary to perform such duties, activities or functions are included in the budgeted amount set forth in Exhibit "A". The term of any such contract shall not extend beyond the expiration or earlier termination of this Agreement or any renewal thereof, and all such contracts shall expressly so provide. No such contract or agreement shall obligate the COUNTY in any manner to any third party.

Effective Date & Term

The effective date of this Agreement shall be the 1st day of October, 2006. The term of this Agreement shall be twelve (12) months from the effective date of this Agreement. This Agreement shall end on the 30th day of September, 2007.

Grant Amount

The GRANTEE will be eligible for a grant amount not to exceed **\$150,000 (one hundred fifty thousand dollars)**, which shall be payable in accordance with the terms of this Agreement and the eligible expenses outlined in Exhibit "A." Any funds not obligated by the expiration date of this Agreement shall automatically revert to the COUNTY.

Performance Period

The GRANTEE shall have twelve (12) months from the effective date of this Agreement to fulfill the obligations as scheduled in Exhibit "A." Said services shall be performed in a manner satisfactory to COUNTY. **In any event, all services required hereunder shall be completed by the GRANTEE no later than September 30, 2007.**

Eligible Reimbursements

The grant funds available under this Agreement shall be provided only for reimbursement expenses associated with the GRANTEE's scope of services as set forth on Exhibit "A."

Method of Payment

Costs incurred by GRANTEE in performing the duties and providing the services described in Exhibit "A" will be paid by COUNTY in accordance with the fiscal procedures of the COUNTY for expenditures specifically authorized by COUNTY. Payments of the COUNTY shall be made to GRANTEE as reimbursement for eligible expenditures, upon submission of invoices by GRANTEE to COUNTY, and a determination by COUNTY that the reimbursement requests are a COUNTY-approved budget line item under this Agreement. Each invoice submitted by GRANTEE shall be itemized in sufficient detail for audit thereof, and shall be supported by copies of the corresponding vendor invoices and proof of receipt of the goods or services invoiced. In no event shall the COUNTY provide advance funding to the GRANTEE or any subcontractor hereunder. The GRANTEE will bill the COUNTY on a monthly basis, or as otherwise provided, for purchase of film and production equipment, and program expenses. All requests for reimbursements shall include copies of paid invoices, canceled checks, or other documentation acceptable to the Palm Beach County Office of Financial Management & Budget and the Finance Department of the Clerk of the Circuit Court, and shall be sufficient to adequately describe the expenses and establish that the expense was actually incurred directly by the GRANTEE. Reimbursements should be submitted to the COUNTY for approval **within thirty (30) days** following the month in which the expense was incurred. Invoices shall **not** be honored if received by the Palm Beach County Finance Department **later than forty-five (45) days** after the expiration date of this Agreement, nor will any invoices be honored that predate the effective date of this Agreement. County reserves the right to withhold reimbursement if the deliverables are not completed as specified in Exhibit "A."

**PART II
GENERAL CONDITIONS**

Opportunities for Residents and Civil Rights Compliance

The GRANTEE agrees that no person shall, on the grounds of race, color, disability, national origin, religion, age, familial status, sex, or sexual orientation be excluded from the benefits of, or be subjected to discrimination under, any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the COUNTY shall have the right to terminate this Agreement. To the greatest extent feasible, low-income residents of the COUNTY shall be given opportunities for training and employment; and to the greatest extent feasible, businesses located in or owned by persons residing in the COUNTY shall be awarded contracts in connection with this Grant.

Opportunities for Small and Minority/Women-Owned Business Enterprises

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the GRANTEE shall make a positive effort to utilize small and minority/women-owned business enterprises as sources of supplies and services, and provide these enterprises the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible, these small and minority/women-owned business enterprises shall be located in or owned by residents of the areas designated by Palm Beach County.

Non Discrimination

The GRANTEE warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

Conflict of Interest

The GRANTEE represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes.

The GRANTEE further represents that no person having any such conflict of interest shall be employed for said performance of services. The GRANTEE covenants that no person who presently exercises any functions or responsibilities in connection with the PROJECT has any personal financial interest, direct or indirect, in the activities provided under this Agreement, which would conflict in any manner or degree with the performance of this Agreement.

The GRANTEE shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the GRANTEE's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the GRANTEE may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the GRANTEE. The COUNTY agrees to

The Palm Beach International Film Festival

notify the GRANTEE of its opinion by certified mail within thirty (30) days of receipt of notification by the GRANTEE. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the GRANTEE, the COUNTY shall so state in the notification and the GRANTEE shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the GRANTEE under the terms of this Agreement.

Federal and State Tax

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the GRANTEE. GRANTEE shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the GRANTEE authorized to use the COUNTY'S Tax Exemption Number in securing such materials. The GRANTEE shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

Governing Law and Venue

This Agreement shall be performed in accordance with applicable Federal, State, COUNTY laws, ordinances and codes. These represent minimum regulations which may be supplemented by more restrictive guidelines set forth by the COUNTY. Venue in any action, suit or proceeding in connection with this Agreement shall lie in a Florida State Court of competent jurisdiction located in Palm Beach County.

Binding Effect

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns.

Construction of Agreement

No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at this final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based on who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof shall be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

Entirety of Contractual Agreement

The COUNTY and the GRANTEE agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

Recognition

The GRANTEE shall include a reference to the financial support herein provided by the COUNTY in all publications and publicity. In addition, the GRANTEE shall make a good faith effort to recognize COUNTY support for all activities made possible with funds available under this Agreement.

Severability Of Provisions

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

No Forfeiture

The rights of the COUNTY under this Agreement shall be cumulative and failure on the part of the COUNTY to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of the said rights.

Default

In the event the GRANTEE fails or refuses to perform any term, covenant, or condition of this Agreement for which a specific remedy is not set forth in the Agreement, the COUNTY shall, in addition to any other remedies provided at law or in equity, have the right of specific performance thereof.

Failure to Comply

If the GRANTEE fails to comply with any of the provisions of this Agreement, the COUNTY may withhold, temporarily or permanently, all, or any, unpaid portion of the Grant Award upon giving written notice to the GRANTEE, terminate this Agreement and/or demand a refund of the Grant Award and the COUNTY shall have no further funding obligation to the GRANTEE under this Agreement.

Excusable Delays

The GRANTEE shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the GRANTEE or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the GRANTEE's request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the GRANTEE's failure to perform was without it or its subcontractors fault or negligence, the Agreement schedule and/or any other affected provision of this Agreement shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

Waiver

No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party(s) waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

Remedies

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Termination

This Agreement may be terminated by the GRANTEE upon sixty (60) days prior written notice to the COUNTY'S representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the GRANTEE. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the GRANTEE. Unless the GRANTEE is in breach of this Agreement, the GRANTEE shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination.

In the event of termination prior to expiration of the term of this Agreement, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared, and capital equipment secured by the GRANTEE with funds under this Agreement shall be returned to the COUNTY. In the event of termination, the GRANTEE shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Agreement by the GRANTEE, and the COUNTY may withhold any payment to the GRANTEE until such time as the exact amount of damages due to the COUNTY from the GRANTEE is determined.

Amendments

The COUNTY may, at its discretion, amend this Agreement to conform with changes required by Federal, State, or COUNTY guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and signed by both parties.

Independent Contractor Relationship

The GRANTEE is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the GRANTEE's sole direction, supervision, and control. The GRANTEE shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the GRANTEE's relationship and the relationship of its employees to the

COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY. The GRANTEE does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

Successors and Assigns

The COUNTY and the GRANTEE each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the GRANTEE shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the GRANTEE.

Data Becomes COUNTY Property

All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the GRANTEE for the purpose of this Agreement shall become the property of the COUNTY without restriction, reservation, or limitation of their use and shall be made available by the GRANTEE at any time upon request by the COUNTY. Upon completion of all work contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be surrendered to the COUNTY if requested. In any event, the GRANTEE shall keep all documents and records for three (3) years after expiration of this Agreement.

Evaluation And Monitoring

The GRANTEE agrees that the COUNTY will carry out periodic monitoring and evaluation activities as determined necessary by the COUNTY and that the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement and comparisons of planned versus actual progress relating to project scheduling, budgets, audit reports, and output measures. The GRANTEE shall submit information and status reports required by the COUNTY, on forms approved by the COUNTY. The GRANTEE shall allow the COUNTY to monitor the GRANTEE on site. Such visits may be scheduled or unscheduled as determined by the COUNTY.

Access and Audits

The GRANTEE shall maintain adequate records to justify all charges, expenses, and costs incurred in delivering the services for at least three (3) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, as often as the COUNTY deems necessary, at the GRANTEE's place of business. The COUNTY reserves the right to require submission of audited financial statements and/or to conduct a "limited scope audit" of the GRANTEE at any time or for any period.

Insurance

GRANTEE shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverage and limits (including endorsements), as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by GRANTEE are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by GRANTEE under this Agreement.

A. *Commercial General Liability*

GRANTEE shall maintain Commercial General Liability at a limit of liability not less than **\$500,000 Each Occurrence**. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by COUNTY'S Risk Management Department. GRANTEE shall provide this coverage on a primary basis.

B. *Worker's Compensation Insurance & Employers Liability*

GRANTEE shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. GRANTEE shall provide this coverage on a primary basis.

C. *Additional Insured*

GRANTEE shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The **Additional Insured endorsement shall read** "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." GRANTEE shall provide the Additional Insured endorsements coverage on a primary basis.

The Palm Beach International Film Festival

D. *Certificate(s) of Insurance*

Prior to execution of this Agreement, GRANTEE shall deliver to the COUNTY a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Agreement have been obtained and are in full force and effect. Such **Certificate(s) of Insurance shall include a minimum thirty (30) days endeavor** to notify due to cancellation or non-renewal of coverage. The **Certificate Holder shall read** "Palm Beach County, C/O Economic Development Office, 301 N. Olive Avenue, 10th Floor, West Palm Beach, FL 33401."

E. *Right to Review*

COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

Indemnification

The GRANTEE shall protect, defend, reimburse, indemnify and hold the COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during performance of the terms of this Agreement or due to the acts or omissions of the GRANTEE. The GRANTEE's aforesaid indemnity and hold harmless obligation, or portion or applications thereof, shall apply to the fullest extent permitted by law. The GRANTEE shall hold the COUNTY harmless and shall indemnify the COUNTY for the conduct or activities and administration of the GRANTEE.

Arrears

The GRANTEE shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The GRANTEE further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

Public Entity Crimes

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the GRANTEE certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

Criminal History Records Check

The GRANTEE shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if GRANTEE's employees or subcontractors are required under this Agreement to enter a "critical facility" (if applicable) as identified in Resolution R-2003-1274. The GRANTEE acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the GRANTEE shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

Availability of Funds

The COUNTY'S obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the Board of County Commissioners.

County Funded Programs

COUNTY funding can be used to match grants from other non-COUNTY sources; however, the GRANTEE cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.

Regulations; Licensing Requirements

GRANTEE shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. GRANTEE is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

The Palm Beach International Film Festival

Authority to Practice

GRANTEE hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

Notice

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance.

If sent to the COUNTY, notices shall be addressed to:

Kevin Johns, AICP, Economic Development Director

Economic Development Office
301 North Olive Ave., 10th Floor
West Palm Beach, Florida 33401
Phone (561) 355-3624
Fax (561) 355-6017

With a copy to:

Dawn Wynn, Assistant County Attorney

County Attorney Office
P.O. Box 1989
West Palm Beach, Florida 33402-1989
Phone: (561) 355-4396
Fax: (561) 355-6461

And if sent to GRANTEE shall be addressed to:

Randi Emerman, Executive Director

Palm Beach International Film Festival
289 Via Naranjas, Royal Palm Plaza, Suite #48
Boca Raton, Florida 33432
Phone: (561) 362-0003
Fax: (561) 362-0035

The Palm Beach International Film Festival

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Agreement on behalf of the COUNTY and the GRANTEE.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Addie Greene, Chairperson

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

APPROVED AS TO
TERMS AND CONDITIONS:

By: _____
Assistant County Attorney

By: _____
Economic Development Director

GRANTEE:

Palm Beach International Film Festival, Inc.

By: George Elman Sec.
Grantee's Representative Name & Title

Signature

Signature

Claudia Lynn
Witness Name

(CORPORATE SEAL)

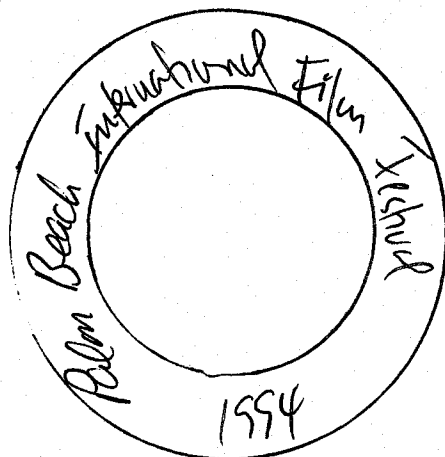


EXHIBIT A
SCOPE OF SERVICES

OBJECTIVES

The Palm Beach International Festival is an annual event that brings together American Independent and International filmmakers, their body of works and personalities to achieve the following objectives:

- 1) Enhance and stimulate the Palm Beach County economy during the festival season and increase the recognition of the county as an international destination for the appreciation and production of film, and television industries.
- 2) Develop business opportunities for film and television production in Palm Beach County and expand the business activity in related industry sectors.
- 3) Showcase international awareness, branding independent films and videos from around the globe and celebrate artistic films for the benefit of the Palm Beach County community.
- 4) Provide opportunities for Palm Beach County students to create career credentials and engage in dialogue with industry professionals.
- 5) Provide awards and scholarships to students and industry professionals in recognition of their work. .

I. The GRANTEE agrees to work toward the above objectives and activities, and complete the following deliverables for FY 2007:

OPERATIONS

- A. Recruit 70-100 films for the PROJECT, with the goal of 10% of films to be international.
- B. Obtain the participation and commitment from 50 talent-industry professionals, including film producers, directors, film investors, celebrities, reporters, and critics with the objective of raising awareness of the International Film Festival and providing feedback for future festival business expansion strategies.
- C. Provide operational support services for the Award Gala, movie screenings, and workshops. Negotiate and provide operational travel, logistics, and hospitality arrangements. Administer all subcontracts.

REVENUE GENERATION

- A. Raise from private sponsors matching dollars equivalent to 100% of the COUNTY grant or \$150,000.
- B. Develop a Business & Merchandise Plan for 2008-2012.
- C. Develop model fundraising events in 2007.

EDUCATION

- A. Provide scholarships to the winners of the Student Showcase of Films.
- B. Develop student liaisons between the GRANTEE and the Palm Beach County school system to encourage participation in the festival.

ECONOMIC DEVELOPMENT

- A. Design and convene a seminar on Film Financing to assist local film and television companies to sell their products on the open market.
- B. Coordinate with the PBC Film and Television Commission's organizers of the "From Script to Screen" seminars to avoid duplication of efforts.
- C. Meet with the business community through the Business Development Board and chambers of commerce to encourage local film makers to participate in the festival activities.
- D. Assist the Tourist Development Council and the Economic Development Office in the update of the economic impact of the PROJECT in the County, which includes visitors' database and the festival's quantitative outcome.
- E. Document international participation at the festival.

II. The COUNTY Agrees to:

- A. Provide funding for the following expenses:

Operations & Office Expense	80,000
Fundraising / Special Events	10,000
Personnel	40,000
Marketing	20,000
TOTAL	150,000

- B. Provide technical assistance to ensure compliance with applicable State, Federal and COUNTY regulations and this Agreement.

EXHIBIT B
LETTERHEAD STATIONERY

DATE:

TO: Kevin Johns, Economic Development Director
Economic Development Office
301 North Olive Avenue, 10th Floor
West Palm Beach, Florida 33401

FROM: Name of GRANTEE
Address
Telephone

SUBJECT: Reimbursement Request No.-
Contract No.-

Attached, you will find Invoice #____, requesting reimbursement in the amount of \$ _____.
The expenditures for this invoice cover the period of _____ through _____. You will also find
attached, back-up original documentation relating to the expenditures being involved.

Signature

EXHIBIT C
REPORTING FORM

Date _____

Signature _____
Randi Emerman, Executive Director

- 1) Provide an executive report on the PROJECT, as specified in Exhibit "A." Include statistics (# projects, # countries screened, # foreign products accepted, percentage features presented by country of origin or world region, # hosts serviced, etc.), DVDs, pictures, newspaper clips and pertinent supportive documentation **by July 31, 2007.**
- 2) Report the total funds raised and sources, revenue generated, economic impact on tourism, and compare the economic outcome to the 2006 Film Festival **by July 31, 2007**
- 3) Deliver Business & Merchandise Plan **by August 31, 2007**
- 4) List the meetings held with the business community, students and/or School District, and other organizations **by August 31, 2007**



December 21, 2006

12-27-06 A10727 IN

Mr. Kevin Johns
ECONOMIC DEVELOPMENT DIRECTOR
ECONOMIC DEVELOPMENT OFFICE
301 North Olive Avenue, 10th Floor
West Palm Beach, FL 33401

Dear Mr. Johns:

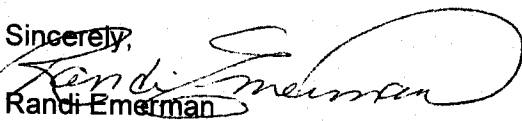
On behalf of the staff and Board of Directors of the 2007 Palm Beach International Film Festival (PBIFF), we are requesting \$150,000 in funding from Palm Beach County.

Now entering its 12th year the festival continues to grow on an annual basis and has been recognized through the world. Through the festival's grassroots initiatives the PBIFF continues to reach out to film offices, cultural attaches, and filmmakers from around the world to participate in the event. Through these efforts, films from around the globe enter the fest. In 2006 submissions were received from: North America, Latin America, Europe, Far East, South Pacific, and the Middle East.

Each year filmmakers, industry professionals, and press from around the globe travel to Palm Beach to attend the annual festivities. While in the area, these individuals -- eat in our restaurants, shop at local retail establishments, stay in our hotels, visit other cultural offerings and have the opportunity to meet with the local film commission to learn about the area as a possible location for their next project. Throughout their stay festival organizers strive to showcase the market and showcase why Palm Beach County truly is "the best of everything."

Attached please find the "2007 PBIFF Scope of Work", which highlights the means in which these requested funds would be utilized, and aid in the continued growth of the Palm Beach International Film Festival and all it brings to the citizens, awareness and economy of Palm Beach County.

Sincerely,


Randi Emerman
Executive Director

289 Via Naranjas, Suite 48-Boca Raton, FL 33432-561.362.0003(phone)-561.362.0035(fax)

2007 PALM BEACH INTERNATIONAL FILM FESTIVAL

SCOPE OF WORK

OBJECTIVES

The Palm Beach International Festival is an annual event that brings together American Independent and International filmmakers, their body of works and personalities to achieve the following objectives:

- 1) Enhance and stimulate the Palm Beach County economy during the festival season and increase the recognition of the county as an international destination for the appreciation and production of film, and television industries.
- 2) Develop business opportunities for film and television production in Palm Beach County and expand the business activity in related industry sectors.
- 3) Showcase international awareness, branding independent films and videos from around the globe and celebrate artistic films for the benefit of the Palm Beach County community.
- 4) Provide opportunities for Palm Beach County students to create career credentials and engage in dialogue with industry professionals.
- 5) Provide awards and scholarships to students and industry professionals in recognition of their work.

DELIVERABLES

- A. Implement all aspects of the plan for the 2007 Festival;
- B. Obtain commitments from various producers, directors, industry professionals, film celebrities, entertainment reporters, and critics to submit a film for consideration and/or to attend the Festival;
- C. Negotiate with and secure theatres in Palm Beach County for Festival screenings;
- D. Provide operational support services to the selected chairpersons of each event such as the awards gala, movie screenings, student showcase, media relations, special events, workshops, etc.;
- E. Negotiate and coordinate all travel, transportation, hospitality and logistical arrangements for the guests of the Festival;
- F. Design and produce events inclusive of the general public and film patrons;
- G. Coordinate all volunteers and hospitality suites for invited guests, industry professionals and press;
- H. Engage in fundraising activities locally and nationally;
- I. Produce a printed program guide and other material for the use of film patrons, students and industry professionals;
- J. Control and track all contracts and subcontracts undertaken by the Festival;
- K. Book all films and venues;
- L. Maintain all financial reports related to the Festival activities, including budgets, audits, interim reports, etc.;
- M. Maintain organizational support by providing information related to board meetings, committee meetings, financial and business plans, and other corporate activities;
- N. Ensure budgetary controls and fiscal stability by providing periodic and year-end financial information.
- O. Develop a Merchandise Plan to increase revenue from sales of t-shirts and posters
- P. Match 100% of the grant amount (\$150,000) with private funding.

ACORD CERTIFICATE OF LIABILITY INSURANCE

PRODUCER The Flastridge Agency, Inc. 820 N. Federal Highway Delray Beach FL 33403 Phone: 561-276-5221 Fax: 561-276-5244		OP ID M3 PALMB35	DATE (MM/DD/YYYY) 12/11/06
INSURED Palm Beach International Film Festival, Inc. 289 Via Naranjos - #40 Boca Raton FL 33432		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURERS AFFORDING COVERAGE		NAIC #	
INSURER A INSURER B INSURER C INSURER D INSURER E		MR. Vardon Fire Insurance Co.	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGENT RATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

OVER ADD'L TR (INSUR)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT AMOUNT PER POLICY: <input type="checkbox"/> PER OCC. <input type="checkbox"/> LOG	NPP2100367	10/17/06	10/17/07	EACH OCCURRENCE DAMAGES TO RENTED PREMISES (E.O. DAMAGE) MED EXP (Any one person) PERSONAL & AD&V INJURY GENERAL AGGREGATE PRODUCTS - COMMODITY ACC
					\$ 1,000,000 \$ 1,000,000 \$ 10,000 \$ \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SPECIAL AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (E.O. accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) AUTO ONLY - COMBINED OTHER THAN AUTO ONLY
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				\$ \$ \$ \$ \$ \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ALL PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE If yes, describe under SPECIAL EMPLOY SICKS below				EL EACH ACCIDENT EL DISEASE - PART/EMPLOYEE EL DISEASE - POLICY LIMIT
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate Holder is also Additional Insured.

CERTIFICATE HOLDER

PALMB35

Palm Beach County
 Board of County Commissioners
 301 N Olive Ave
 West Palm Beach FL 33401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Michael Botcher

© ACORD CORPORATION 1988



December 17, 2006

Ms. Claudia Lopez
OFFICE OF ECONOMIC DEVELOPMENT
301 North Olive Avenue, 10th Floor
West Palm Beach, FL 33401

Via fax#: 561.355.6017

12-18-06 PC4:10 IN

Dear Ms. Lopez:

Please note that the Palm Beach International Film Festival (PBIFF) is exempt from carrying worker's compensation coverage per Chapter 440 of the 2005 Florida State Statutes. Florida requires that employers with Four (4) or more employees carry this type of coverage. As the PBIFF does not employ 4 or more individuals, this coverage is considered voluntary.

Sincerely,

A handwritten signature in black ink, appearing to read "Randi Emernan".

Randi Emernan
Executive Director



RECEIVED

DEC 21 2006

ECONOMIC DEVELOPMENT

December 19, 2006

Mr. Kevin Johns
ECONOMIC DEVELOPMENT DIRECTOR
ECONOMIC DEVELOPMENT OFFICE
301 North Olive Avenue, 10th Floor
West Palm Beach, FL 33401

Via fax#: 561.355.3675

Dear Mr. Johns:

Please note that the Palm Beach International Film Festival (PBIFF) does not carry automotive insurance. Our policy no longer offers this type of coverage through our general liability policy.

The festival is budgeted for and plans to take coverage out of rental vehicles during the annual festivities.

Sincerely,

A handwritten signature in cursive script, reading "Randi Emerman".

Randi Emerman
Executive Director

289 Via Naranjos, Suite 48-Boca Raton, FL 33432-561.362.0003(phone)-561.362.0035(fax)

Claudia Lopez - Re: Automobile liability- PB film festival

From: Dick Cohen
To: Claudia Lopez
Date: Wednesday, December 27, 2006 6:55 AM
Subject: Re: Automobile liability- PB film festival
CC: Kevin Johns; Mary E. McGee

you may remove the auto liability requirement

Dick Cohen, CPCU, CIC, ARM-P
Manager, P/L Insurance Division
Risk Management Department
Palm Beach County
160 Australian Ave., Ste 401
West Palm Beach, FL 33406
(P) 561-233-5432
(F) 561-233-5420

>>> Claudia Lopez 12/22/2006 3:27 PM >>>
Mr. Cohen,

Here are the answers provided by the PBIFF director:

Does the not-for-profit own or lease any automobiles ? -
We do not own any automobiles --we lease during the festival and plan
on taking out insurance through the rental company.

Do employees of the not-for-profit operate their own vehicles on behalf
of the not-for-profit ?
There are technically no employees all staff are independent
contractors all of whom operate their own vehicles. Some of these
contractors have other clients as well.

Will employees of the not-for-profit rent vehicles in the name of the
not-for -profit while traveling on not-for-profit business?
In the past when I was in Palm Beach I rented cars -- however, I now
have a car now while in the area and no longer need to rent. At this
time no one has traveled and expensed the festival for cars.

>>> Dick Cohen Friday, December 22, 2006 3:01 PM >>>

Does the not-for-profit own or lease any automobiles ? Do employees of the not-for-profit operate their own vehicles on behalf of
the not-for-profit ? Will employees of the not-for-profit rent vehicles in the name of the not-for -profit while traveling on not-for-
profit business?

Dick Cohen, CPCU, CIC, ARM-P
Manager, P/L Insurance Division
Risk Management Department
Palm Beach County
160 Australian Ave., Ste 401
West Palm Beach, FL 33406
(P) 561-233-5432
(F) 561-233-5420

file:///C:/Documents and Settings/clopez/Local Settings/Temp/XPerowise/459218C5PBC PRIMARY DOM... 12/27/2006

>>> Claudia Lopez 12/22/2006 2:40 PM >>>
Hello Mr. Cohen,

The Palm Beach International Film Festival has requested EDO to exempt the requirement of automobile insurance.

I have attached the draft agreement between the County and the film festival and the letter of request.

Please let me know if I can proceed without including the automobile insurance requirement.

Thank you,

Claudia Lopez

2007 Palm Beach International Film Festival

BUDGET BREAKDOWN

Expense	Marketing & Operations	Social	TOTAL BUDGET
OPERATIONS			
Professional Memberships	-	-	-
Accounting/Audits	20,000	-	20,000
Airlines	25,000	25,000	50,000
Auto/limo rental	19,000	1,000	20,000
Licenses and Fees	1,000	-	1,000
Entertainment/Travel	2,000	1,000	3,000
Film Rental	5,000	-	5,000
Hotel	42,500	7,500	50,000
Hospitality/Press Suite	3,000	-	3,000
Insurance	2,000	-	2,000
Merchandise	2,500	-	2,500
Filmmakers gifts	1,000	-	1,000
Theater Rental	-	-	-
Theater Equipment rental	25,000	-	25,000
Total Operations	148,000	34,500	182,500
OFFICE EXPENSE:			
Rent	12,000		12,000
Electricity	2,000	0	2,000
Phones	7,500	1,000	8,500
Security	500	0	500
Maintenance and Repair	500	0	500
Supplies/office equipment	2,000	500	2,500
Postage/FedEx	11,000	1,000	12,000
Office Expense	3,200	1,000	4,200
Total Office Expense	38,700	3,500	42,200
EVENTS			
Awards Gala	-	200,000	200,000
Festival Events	-	20,000	20,000
Other Events (year round)	-	100,000	100,000
Total Events	-	320,000	320,000
MARKETING:			
Advertising	77,000	10,000	87,000
Festival Poster	1,000	-	1,000
Internet	10,000	2,000	12,000
Photography	2,500	2,500	5,000
Printing	28,000	2,000	30,000
Publicity expense	1,000	-	1,000
Trailer/TV Spot	2,000	-	2,000
Art/Graphics	10,000	2,000	12,000
Dubbing	-	-	-
Total Marketing	131,500	18,500	150,000

2007 Palm Beach International Film Festival

BUDGET BREAKDOWN

Expense	Marketing & Operations	Social	TOTAL BUDGET
PERSONNEL			
Executive Director	64,000	20,000	84,000
Operations Coordinator	35,000	10,000	45,000
Marketing Coordinator	36,000	2,500	38,500
Administrative Assistant	30,000	2,000	32,000
Programmer	55,000	-	55,000
Seasonal Staff	25,000	5,000	30,000
Publicity(national & local)	45,000	10,000	55,000
Total Personnel	290,000	49,500	339,500
Scholarships			
Student Showcase of Films	25,000.00	0.00	25,000.00
Contingency	2,000.00	0.00	2,000.00
Bankcard fees			
Commissions			
TOTAL	635,200	426,000	1,061,200

2007 Palm Beach International Film Festival
PBC Grant Allocation

Expense	Total Budget	Allocation of EDO Funds
Operations & Office Expense	224,700.00	80,000
Fundraising/Special events	320,000	10,000.00
Student Awards	25,000	
Personnel	339,500	40,000
Marketing	150,000	20,000
Contingency	2,000	
Total Expenses	1,061,200.00	150,000

2007 Palm Beach International Film Festival Projected Revenue

SOURCE	AMOUNT
Private Sector	\$70,000.00
Corporate	\$250,000.00
Sponsorships	\$350,000.00
Fundraising efforts	\$125,000.00
Government Funding (local)	\$197,000.00
Government Funding (State)	12,550.00
Film/Merchandise Revenue	\$55,650.00
TOTAL REVENUE	\$1,060,200.00



2006- 2007 Marketing Plan

2006 Palm Beach International Film Festival

Executive Summary

Festival Dates: April 20th – 28th

Highlights:

Honored Guests included:

Oscar & Golden Globe winner Faye Dunaway
Oscar winner & Golden Globe nominee Bobby Moresco
Oscar-nominee Dennis Hopper
Golden Globe winner Benji
Emmy Award winner Doris Roberts
SAG and Grammy winner Mya

Film & Television stars:

Tommy Davidson
Brooklyn Sudano
Cherie Johnson
Will Horneff
Brain Hooks
Antwon Tanner
DB Sweeny
Will Janowitz
Rob Bogue
Julie Stevens (*Annie, Broadway*)
Khandi Alexander (*CSI Miami*)
Ty Hodges

Sports Stars:

Venus Williams
Willie McGinnest (NFL Star)
Ray Crockett (NFL star)
Kyle Turley (NFL Star)
Az-Zahir Hakim (New Orleans Saints, NFL star)
Ephraim Salaam (Jacksonville Jaguars, NFL star)
Mitch Richmond (NBA, Star)
Nick Sorenson (Jacksonville Jaguars, NFL Star)
Rob Smith (NFL Star)
Michael Strahan (New York Giants, NFL Star)
Bob Whitfield (New York Giants, NFL Star)
Will Allen (Miami Dolphins, NFL Star)
Thomas Jones (Chicago Bears, NFL Star)
Jevon Kearse (Philadelphia Eagles, NFL Star)

Models:

Eva Pigford (America's Next Top Model)
Kim Porter

2007 Palm Beach International Film Festival Honorees:

Horizon Award – Bobby Moresco
Career Achievement – Dennis Hopper
Palm Award - Faye Dunaway
Crossover Award - Mya
Family Award – Benji and Trainer Joe Camp
Founders Award - Yvonne Boice

- 853 hotel nights were booked at various locations throughout Palm Beach County
- 457 filmmakers traveled to Palm Beach from around the world to attend the festival
- Forth-annual film competition recognized filmmakers for their works of art. Award winners were:
 - Best Feature Film: *NEO Ned* (USA)
 - Best Documentary: *The Trials of Darryl Hunt* (USA)
 - Best Short: *Zombie Prom* (USA)
 - Best Actress: Gabriel Union, *NEO Ned* (USA)
 - Best Actor: Jeremy Renner, *NEO Ned* (USA)
 - Best Director: Van Fischer, *NEO Ned* (USA)
 - Best Screenplay: Tim Broughton *NEO Ned* (USA)
 - Audience Favorite Feature: *The Gold Bracelet* (India)
 - Audience Favorite Short: *Vagabond Shoes* (United Kingdom)
 - Audience Favorite Documentary: *Music is my Life, Politics My Mistress The Cross-and the Towers* (USA)
- 9 days of screenings, utilizing 4 screening venues at various locations throughout Palm Beach County, 134 show times, 1 Student Showcase of Films awards ceremony, 1 day of family films, 3 mini - fests within the festival, 2 mornings of seminars, 1 formal gala, opening night reception, filmmakers repetition, filmmakers awards ceremony, closing night studio screening and wrap party, free community screenings.
- 127 films, 40 World Premieres, 3 USA Premieres and 75 Florida Premieres.
- Festival reached out to film offices, cultural attaches, and filmmakers around the world such as:

North America:

USA
Canada

Latin America:

Brazil
Puerto Rico
Panama
Columbia

Europe:

Russia
Bosnia

England
France
Germany
Hungary
Ireland
Italy
Macedonia
Northern Ireland
Netherlands
Poland
Scotland
Spain
Switzerland

Far East:

China
India
Indonesia
Japan
Singapore

Australia
New Zealand

Middle East:

Iran
Iraq
Israel

South Pacific:

- Miramax Films partnered with the festival for Closing Night, bringing in the movie's star, writer, producer, and director all on which were on hand for the screening and Q&A period that followed. The films star also attending the closing night party.
- National industry professionals and press in attendance served as judges for festival films.
- Delta Airlines became the "Official" airline of the Palm Beach International Film Festival

Screening/Special Event Venues:

Muvico Palace 20 Theatres, Boca Raton
Muvico Parisian 20 at CityPlace, West Palm Beach
Sunrise Cinemas at Mizner Park, Boca Raton
Palm Beach Community College, Duncan Theater, Lake Worth
Old School Square, Delray Beach
Carnival Cruise Lines
Delray Beach Marriott
Mark's CityPlace, West Palm Beach
Burt Reynolds and Friends Museum, Jupiter
Boca Raton Resort & Club, Boca Raton
Pranzo;s, Boca Raton
Mar-A-Lago Resort and Club, Palm Beach
The Breakers, West Palm Beach

Festival Awards:

- The 2006 Palm Beach International Film Festival trailer has been selected as a recipient of the 27th Annual Telly Award in the Film/Video Non-Broadcast Productions Category of Corporate Image. The Telly Award honors outstanding television commercials and programs and the finest video and film productions.
- Top 25 Independent Film Festivals in the world as ranked by Beyond Mainstream.com

Student Showcase of Films:

- 145 entries received
- Schools from around the state were recognized
- Showcase of Films screenings held on Sunday April 23 at Muvico Parisian 20 selling out two show times

- New categories in the areas of PSA's and screenwriting added to 2006 competition.
- Winning Students:

Jeinny Lopez, Design & Architecture Sr. High	\$500.00
Jolene Pinder, Univ. of Florida	\$750.00
Michelle Motter, A.W. Dreyfoos School of the Arts	\$750.00
Matt Pipes, Fernandia High School	\$750.00
David Lozano, G-Star School of the Arts	\$700.00
Mac Thompson, Palm Beach Gartdens HS	\$1,000.00
Andrew K. Gay, University of Central Florida	\$1,000.00
Andy Nguyen, C. Leon King High School	\$1,500.00
Psych Stevens, Palm Beach Film School	\$700.00
Freddy Rabbath, Tallahassee Community College	\$1,000.00
Christine Spindler, FSU, Film School	\$700.00
Jennifer Arzt, FSU, Film School	\$1,500.00
Tyler Joy, Palm Beach Film School	\$1,500.00
Joseph Parker, Scholarship Winner	\$5,000.00
John L. Pierson, Scholarship Winner	\$5,000.00
Kali Hyland, South Technical HS	\$200.00
Jason Beniot, FSU	\$200.00
Jake Zucker, Poster Winner	\$1,000.00

Finances:

- Expenditures
\$863,734.00 (*projected through 9/30/06*)
- Revenue
\$969,616.00
- Additional national sponsors supported the 2006 PBIFF.

Marketing:

- Marketing and Promotion Recap

Total Print Value:	\$85,685.00
Total Online Value:	\$8,750.00
Total Radio Value:	\$105,150
Total Television Value:	\$17,560.00
Total National/International Value:	\$90,700.00
Total Additional Advertising Value:	\$51,520.00
Grand Total	\$359,045.00
- Attended various major film festivals in North America and Europe.
- Attended 4 conventions geared towards film distribution and exhibition.
- Became an active member of industry charities sitting on boards and chairing one major event.
- Met with major studio heads of distribution on an ongoing basis throughout the year
- Met with acquisition person of both major motion picture studios and independent distribution companies.

- Attended various industry events networking with all aspect and levels of the industry.
- National marketing firm brought in to aide with sponsorships and events.
- National promotional partners: Films Festival's Today, Vibe Magazine, WireImage and IndieWire
- A national wire photographer was hired to get breaking photos on the worldwide web
- For the first time national videographers were hired to send satellite feeds worldwide for both national and international pickups. These images were also made available through WireImage for pickup.
- WRMF served as local promotional station
- B106.3 and X102.3 served as promotional sponsor of Urban Day
- Radio Disney served as promotional partner of Family Day
- Livingfla.com served as Internet sponsor and partner.
- First time partnership with "The Hollywood Creative Directory"
- *Palm Beach Post* and *Boca Raton News* served as local print sponsors
- New Times served as sponsor of select films.
- Channel 17 - HDTV ran promotional spots on local and European TV
- Random Access hosted, maintained and constantly updated the PBIFF website.
- Special pull out section was inserted in the Palm Beach Post. Additional 100,000 copies distributed at various locations throughout Palm Beach and Broward Counties as well as during Delray Affair
- 5,000 program guides distributed at various locations through out Palm Beach County.
- Florida artist commissioned to design festival poster.
- PBIFF participated in Cultural Key Promotion
- Advertising plan created and implemented
- Advertising dollars spent locally with:
 - Palm Beach Post
 - Sun-Sentinel
 - Palm Beach Daily News
 - Gulfstream Media Group
 - Jewish Journal
 - New Times
 - City Link
 - Radio Disney
 - Travel Host
 - Sun-sentinel.com
 - PBPost.com
- Advertising dollars spent nationally and internationally with:
 - Variety Magazine
 - Fimfestivals.com
 - Film Festival's Today
 - Indiewire.com
- Street banners designed and printed and displayed in Boca Raton, Delray Beach and West Palm Beach.
- Banners designed and displayed at Sunrise Cinemas at Mizner Park, Boca Raton and Muvico Parisian at CityPlace.

- Banner hung outside Marriott Delray Beach welcoming our visiting filmmakers.

Publicity:

- Total number of Palm Beach International Film Festival impressions recorded were **150,837,357**
 - Print: 87,126,192
 - TV: 44,250,000
 - Radio: 970,059
 - World Wide Web: 18,491,106
- Year round local marketing coordinator also served as Public Relations representative for this years PBIFF
- Strategic plan was developed for flow of information to local, national, and international press.
- Website became a source for the movie going public to receive the latest schedules, appearances, and festival happenings and to purchase tickets
- Local photographer was hired and photos were sent out to publications for press ops.
- Palm Beach International Film Festival utilized various wire services for release distribution and additional awareness.

Mission Statement:

The Palm Beach International Film Festival will pursue the fulfillment of its original mission:

To create a film festival which will become one of the most viable festivals in the United States showcasing local, domestic and international independent film products. The PBIFF will screen artistic films not usually presented through commercial venues giving filmmakers a place to showcase their work. The festival will continue to become a "must attend" event within the county. The annual festival will promote Palm Beach County as a great place to see movies, attend seminars, produce film and attract industry executives from around the country and promote the area as a first rate travel destination.

2007 Palm Beach International Film Festival International, National and Regional Marketing and Publicity

Objective:

To increase awareness of The Palm Beach International Film Festival (PBIFF) and Palm Beach County internationally and nationally.

Strategies:

- Hire a national marketing/sponsorship acquisition firm
- Increase national and international advertising by 20%
- Hire a national publicist
- Expand programming to incorporate international and national film products

Marketing Tactics:

- Brand all out of county advertising with the CVB campaign: The 12th Annual Palm Beach International Film Festival April 19 - 26 "The Best Of Everything" Sun, Sand, Celluloid, Celebrities and Celebrations!
- Expand out of county ad placement to add Palm Beach visibility to top industry events and publications:
 - **Variety**
 - **The Hollywood Reporter**
 - **Screen International**
 - **AFM**
 - **AFI**
 - **Toronto International Film Festival**
 - **Sundance Film Festival**
 - **Berlin Film Festival**
 - **Filmfestivals.com**
 - **Filmmaker Magazine**
 - **Hollywood Life**
 - **Indiewire**
- Expand out of county advertising in the key-drive markets Martin, Broward, Miami and Naples in such publications as *Miami Herald*, *Sun-Sentinel*, *Ocean Drive Magazine*, *New Times*, *Naples Times*, *Naples Illustrated*, *Stuart News*, *Florida International Magazine*, *Florida Magazine*.
- Increase ad presence in *Sun-Sentinel* by placing two full page ads with all events and hotel packages in place of smaller multiple ads.
- Continue strong banner advertising on the events and movie pages of SouthFlorida.com and Sun-Sentinel.com
- Partner/hire an outside organization that specialize in event sponsorship
- Encourage official sponsors to include PBIFF and the "Best of Everything" Campaign in their collateral

- Partner with American Express to include the festival in all of their gold card statement stuffers nationwide. Offer gold card members a special rate on an entire "Film Fest" getaway package.
- Continue partnering with Delta Airlines as an official airline partner and launch a Delta online sweepstakes promotion tying in "The Best of Everything".
- Continue placing advertising in *The Parklander Magazine* and *Gold Coast Magazine* (Broward County)
- Identify and partner with a rental car company as an official car rental partner
- Package the weekend festival activities with four day and eight day packages with the Delray Beach Marriott and other local hotels. Distribute festival events throughout the seven day festival to encourage length of stays and additional room nights. Targeting the film professional, amateur filmmakers, movie fans and group tour professionals that specialize in cultural and festival packages. Packages will be promoted via web based marketing to qualified filmmaker and film attendee lists and in affordable travel publications such as ***Southern Living*** Florida Edition, ***USA Today***, ***Florida Magazine*** and ***various regional newspapers***. Encourage the Marriott to offer length of stay incentives before and after the festival and encourage the Marriott to promote the "Best of Everything" Film Fest Packages to all Marriott Rewards member collateral and e-mail blasts. Packages will be sold through the Marriott, PBIFF web site, CVB web site and Fugazy International Travel. (See Exhibit A)
- Strategically partner with ***USA Today*** Destinations and an International web site in presenting a "Weekend Getaway" sweepstakes promoting the "Best of Everything" campaign tying in with the weekend of film and Delray Beach Marriott hotel package. Two packages including airfare (from official airline partner) will be given away in exchange for advertising and the acquiring of the e-mail or mailing list as a future marketing tool.
- Partner with a national firm to begin development of a "Palm Beach Film Expo and Market"

The national firm's domestic and international sales force will work with the PBIFF to understand our objectives and create a tailored program for - sponsorship opportunities (both tradeshow and festival), exhibit space and directory advertising to maximize our visibility and success.

A potential company has recently meet and toured Palm Beach County and the Convention Center and is currently working on budgets and feasibility of kicking the event off in 2007.

PBIFF is currently looking at the Midem Show in Cannes, France as a model for what we could produce in Palm Beach. This event will take place on January 21-25 and is billed as the Largest Music Market getting ready to host it's 41st Edition. Midem would be a key partner in producing this event in Palm Beach out of their Paris office.

Publicity Tactics:

- Acquire a national publicist from L.A. to pitch and secure national and international press as well as assist international and national press while at the event
- A second headquartered office in L.A. for west coast business, networking and partnership opportunities

- Create new angles for coverage on a daily basis
- Pitch events to fast-breaking press (i.e., Access Hollywood, ET, People, OK Magazine, etc)
- Invite and bring in national film and celebrity press such as (Access Hollywood, BET, ET, E!, People, Variety, Indiewire, etc.)
- Continue to produce a 3-5 minute b-roll piece to upload to satellite after opening night for international pick-up
- Continue to distribute call for entries internationally through press release international distribution, web site uploading and through the international web site Without A Box.com
- Continue to submit festival dates and information on all relevant web sites promoting the festival
- Continue to have all films accepted into the festival to include a link and information regarding PBIFF on their web site and collateral materials at other festivals
- Continue to send press releases to regional and state media outlets such as all major daily newspapers, magazines and internet sites.
- Continue to send all press releases to all in-flight magazines that serve PBIA.
- Continue to work with the CVB PR department on any media fam trips and inclusion in CVB media roundup releases and media missions.
- Create celebrity and filmmaker blogs on PBIFF.org which will enable fans worldwide to chat with filmmakers and celebrities in attendance on the worldwide web during the festival.
- Enhance PBIFF.com with trailer previews for films, launch an e-commerce page to sell tickets to all events, film screenings and merchandise year-round

Programming Tactics:

- Creation of World Showcase where the festival will focus annual on 2 to 3 countries working with cultural attachés, tourism officials, film offices, and filmmakers from these select markets. These "mini-fests" within the festival will focus day long activities included meeting filmmakers, talks and receptions. Not only does this add a focus to the PBIFF annual event it provides marketing and press opportunities in these areas.
- Initiate a mini-fest targeting the 16-30 year old filmmaker as a platform to promote and showcase their alternative work which may not otherwise be shown in other festivals such as animation, music videos and experimental shorts. Offer cash prizes with a fun awards show. Promote world-wide through myspace.com; Swept Away TV (an national show targeting 16-20 year olds) and national and international film and television schools, colleges and universities and on the PBIFF web site and other international film and industry publications.

2006-2007 Out of Market Budget

	<u>Lnth of contract</u>	<u>Cost</u>
National Marketing/Sponsorship Firm	Annual	\$50,000
National Publicist	6 months	\$30,000
Hotel & Travel to fly in press		\$ 20,000

<u>Print Advertising</u>	<u>Insertion Dates</u>	<u>Size of ad</u>	<u>Cost per insertion</u>	<u>Total Cost</u>
<u>National Media</u>				
Film submission ads				
Variety	Sept issue - Film Fest Guide	1/8 page	\$3,000	\$3,000
FilmFestivals.com	Sept - Feb.	banner ad	\$600	\$600
		1/4 page		
American Film Market	Oct/Nov	ad	\$2,000	\$2,000
Indie Wire	Jan 1-Feb 2	banner ad	\$2,100	\$2,100
Film Festival Magazine	web site, ad in Jan-March issue	1/4 page	\$750	\$750
Hollywood Reporter	Jan, Feb	1/4 page	\$1,500	\$3,000
Sundance Film Festival Mag.	Jan	1/4 page	\$1,000	\$1,000
Screen International	Jan Issue	1/4 page	\$1,500	\$1,500
Toronto Film Fest Mag.	Feb	1/4 page	\$1,000	\$1,000
Berlin Film Fest Mag	Feb	1/4 page	\$1,000	\$1,000
Hollywood Life	Jan	1/4 page	\$1,500	\$1,500
PBIFF Package ads				
Variety	March	1/8 page	\$3,000	\$3,000
FilmFestivals.com	March	banner ad	\$500	\$500
Indie Wire	March 15 -- April 15	banner ad	\$2,100	\$2,100
Florida Magazine	April Issue	1/4 page	\$2,500	\$2,500
USA Today - Destinations	2 weeks	1/4 page	\$4,000	\$8,000
		CC co-op		
Southern Living - Florida Issue	Spring Issue	ad	\$2,000	\$2,000
Fort Myers News Press	3 weeks - travel page	1/4 page	\$1,000	\$3,000
Naples Illustrated	April Issue	1/4 page	\$2,500	\$2,500
Miami Herald	2 weeks - travel page	1/4 page	\$2,300	\$4,600
Total advertising				\$45,650

<u>Drive Market Ads</u>				
Sun-Sentinel- Showtime	13-Apr	3 col X 6"	\$1,800	\$1,260
Sun-Sentinel A&E	15-Apr	3 col X 6"	\$2,880	\$1,882
Sun-Sentinel- Showtime	20-Apr	3 col X 6"	\$1,800	\$1,260
Sun-Sentinel A&E	22-Apr	3 col X 6"	\$2,880	\$1,882
New Times - Broward	3 weeks	1/2 page	\$900	\$2,700
Ocean Drive Magazine	April Issue	1/2 page	\$3,000	\$3,000
Stuart News	2 weeks	1/4 page	\$1,200	\$2,400
Sun-Sentinel Online	April 1 - 26			\$2,000
Total Drive Market Ads				\$16,384

Total Out of Market Advertising	\$142,034
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Local Marketing and Publicity

Objective:

To increase awareness of the film festival by changing the perception of the festival as a beneficial, educational event.

Strategies:

- Will highlight the educational component of the festival and the amount of money generated for Palm Beach County Schools.
- Will highlight the economic impact of the festival.
- Will spotlight the quality of films, filmmakers and celebrities attending the event
- Will build hype and excitement for festival by positioning the festival as a "Must see" event

Marketing Tactics:

Strategic Advertising will be placed with the goal to build awareness and hype for the festival and to increase attendance to the films. Radio will be used as the primary vehicle to build the hype and excitement with the celebrities, filmmakers and free tickets.

Radio:

- 80 - :60 Radio spots will run April 1 – 26 on WRMF radio.
- 20 - :10 traffic billboard sponsorships M-F – April 17 – 20 and 23-25 on WRMF radio
- 50 - :20 Radio spots will run April 9 - 20 on WXEL radio.
- Additional promotions will be on additional radio stations that match the format and genre of the films.

TV:

- 20 - :30 spots will run April 9-21 on WXEL TV PBS Kids to promote Family Film and Fun Festival
- Promotional mentions to run on WXEL TV pledge drive January 22 through February 4.
- 40 - :30 spots to run on Adelphia Cable (proposed)
- Promotional spots on WPBF Channel 25 – exact number TBD

Print:

- Boca Life and Palm Beach Magazine – ½ page March Issue
- Boca Life and Palm Beach Magazine – ½ page April Issue
- Travel Host Magazine – targeting all tourists in hotel and condos from PGA blvd to Boca line – full page April Issue
- Clubhouse Living Magazine – targeting all seniors in gated communities in Boca/Delray
- Palm Beach Post – 3 full page ads in TGIF – April 6,13,20. 10 one quarter page ads to run April 2-26
- Boca Raton News – ½ page ads to run April 2-26. Full page ads to run April 19 and 20.

- Palm Beach Daily News (Shiny Sheet) – 2 ½ page ads to run April 15 and 20.
- Jewish Journal – April 12 & 19 – 2 ¼ page ads

Online:

- PBPost.com banner ads to run on movie and events page April 2 – 26.
- LivingFI.com banner ads and all events distributed to mass e-mail list from Jupiter to Hollywood.
- WRMF and WXEL will include the festival on their events section of their web sites. WRLX and WKLL will as well depending on the films and celebrities in attendance.
- The Palm Beach Cultural Council, PBC Film Commission and Convention and Visitors Bureau will include the festival on their web sites as well.

Additional Marketing Tactics:

- Develop a new logo for the festival and begin branding campaign of logo on new letterhead, business cards, banners, posters, etc.
- Develop a new/interactive web site at pbiff.org. where tickets and merchandise can be purchased year round.
- Begin grass roots marketing campaigns as films are finalized, such as targeting Latin organizations for any Hispanic movies; Jewish media and community centers for Jewish films, etc.
- Okeechobee Blvd. in West Palm Beach, Atlantic Ave in Delray and Mizner Park – signage and banners as budget allows placed throughout both shopping and high traffic destinations April 2-26.
- Posters and rack –cards distributed throughout Palm Beach County promoting events.
- Bus Shelter advertising in 30 locations throughout Central and South Palm Beach County.
- Continue to produce award winning movie trailer in all theaters 2 weeks prior to the festival and before all festival films.
- Continue to place PBIFF banners and signage in CityPlace Muvico and Mizner Park Sunrise Cinemas April 2 – 26.
- Identify and implement cross promotions and collateral distribution with partners such as The City of West Palm Beach, WPB Downtown Development Association, City of Delray Beach, City of Boca Raton, Mizner Centre of the Arts, Old School Square, Burt Reynolds and Friends Museum, PBC Film Commission, PB Film Society and area restaurants, tourist attractions and cultural organizations.
- Continue collaborations with major studios in presenting local movie premier screenings throughout the year.
- Identify and partner with local arts organizations or governments in assisting with film screenings throughout the year to maximize the festivals year-round presence.
- Network and promote the festival through area associations and functions such as Chamber mixers, cultural council meetings, CVB functions, charity events, etc.

Publicity Tactics:

- Hire a local publicity firm to pitch local lifestyle stories, economic impact stories, coordinate interviews with local press and to work more closely with local film critics. This will enable the Director of Marketing to secure more promotions and strategic marketing to expand the audience base.
- **CALENDAR LISTINGS:** Submit to all media, particularly long-lead magazines, and all daily newspapers and web site companies throughout the State of Florida via e-mail and regular mail.
- **SOCIETY:** Pitch Palm Beach Post Notables, Boca Raton Society Monday, Shiny Sheet and Sun-Sentinel Society Covers. Continue submitting society photos and events to all Society newspapers and magazines.
- **MISC STORIES:** Release new hires and board members, new corporate sponsors and new events.
- **EDUCATION STORIES:** Pitch stories about how much money has been donated to local schools through previous PBIFFs. Find examples of previous recipients who have gone on to make a career in the movie biz. Set-up media interviews with spokespeople from the schools and previous recipients on how valuable PBIFF has been.
- **FILMS AND STARS:** Mid-March - Begin releasing the names of films that will be shown and celebrities that will appear at PBIFF. Start with a handful of names – and then leak the others out a couple at a time to maximize coverage.
- **UNIQUE STORIES:** Look for unique angles for the alternative press, gay and minority media, Jewish press, parenting publications, themes from the films playing in the festival.
- **EVENT PRESS:** Release daily tips sheets of all events and breaking news during the festival.
- **POST-EVENT:** Release gala pix, celebrity pix and anecdotes, funds raised and dispersed, follow-up interviews with executive director.

By Media

NEWSPAPERS:

+ Palm Beach Post:

Pitch general PBIFF stories and interviews to Hap Erstein, hip stories to Leslie Streeter, event pix to Thom Smith and Amy Woods. Leak first big star to Jose Lambiet. Coordinate Boca-based coverage through Neighborhood Post. Try to get pre-event covers of TGIF and/or Notables.

+ South Florida Sun-Sentinel:

Pitch education-related stories general stories to Ivette Yee and interviews and film stories to Phoebe Flowers and Laura Kelly; Boca-based stories to Marci Shatzman and Lisa Goddard. Try to get pre-event covers of Showtime and/or Society Palm Beach.

+ Boca Raton News:

Pitch general coverage and interviews to Skip Sheffield. Run two pre-event covers in Society Monday. Try to get pre-event cover of Weekend.

+ Palm Beach Daily News:

Pitch general stories and interviews to Jan Sjostrom and Frank Huston, society stories to Shannon Donnelly, business stories to Stephanie Murphy.

+ Miami Herald and Viernes in El Herald:

Pitch general stories and interviews to Rene Rodriguez.

+ Forum Newspapers:

Pitch general stories, interviews and pix to entertainment editor.

+ Jupiter Courier/Scripps Papers in Martin County:

Pitch general stories, interviews and pix to Bill DeYoung.

+ New Times and City Link:

Pitch general stories, interviews and pix with emphasis on the hip.

+ Jewish Journals:

Pitch stories about Jewish films, stars and filmmakers.

+ Gay Press:

Pitch gay-themed stories to She Magazine, Express, TWN, GayLauderdale.com, 411, etc.

+ Hispanic Press:

Pitch stories to La Palma, El Herald de Broward, El Sentinel, El Inca, Semmanario Accion and more.

MAGAZINES:

+ Boca Raton Magazine, Palm Beach Illustrated, Palm Beach Society, Boca Life, Palm Beacher, Jupiter Magazine, Delray Magazine, Heart of Delray Magazine, Simply The Best, Vive, Florida International Magazine, City and Shore Magazine, Boca Observer, WHAT Magazine.

Pitch stories about PBIFF, including calendar of events.

RADIO AND TV:

Pitch interviews with executive director and chair as well as appropriate filmmakers and celebrities to all relevant radio and TV stations in Palm Beach.

Local Marketing and Publicity Budget

<u>Print</u>	<u>Insertion Dates</u>	<u>Cost per insertion</u>	<u>Total Cost</u>
Gulfstream Media	March, April Issue - part sponsors	\$ 600	\$ 1,200
Clubhouse Living	Jan/Feb/March Issue	\$ 300	\$ 900
Travelhost	April issue	\$ 200	\$ 200
Boca News	April 2-26 - part sponsorship		\$ 5,000
Jewish Journal	April 12 & 19	\$ 1,200	\$ 2,400
PB Post	April 6-26 - part sponsorship		\$ 10,000
Shiny Sheet	April 15 & 20	\$ 800	\$ 1,600
Total Print			\$ 21,300
<u>Radio</u>			
WRMF	April 9-26	Sponsorship	\$ 1,000
WXEL Radio	April 16-22	Sponsorship	\$ 1,000
Total Radio			\$ 2,000
<u>Printing</u>			
Credentials/Tickets			\$ 2,000
Poster	500 qty 4 color		\$ 1,500
Rack Card	2 color 7,500 - 2 versions		\$ 1,000
Program	5,000 - 84 pages		\$ 10,000
Final film schedules	10,000 copied		\$ 600
Banners/Step & Repeat	New ones are needed		\$ 7,000
Bus shelter printing			\$ 1,300
Miscell. Printing			\$ 5,000
Biz cards, letterhead			\$ 1,000
Total Printing			\$ 29,400
<u>Other</u>			
New logo/poster design			\$ 5,000
New web site and hosting			\$ 5,000
Photography			\$ 5,000
Graphic Designer (year-round)			\$ 10,000
Local Publicist (Oct - April)			\$ 14,000
Movie Trailer			\$ 2,000
Banner Installation			\$ 1,500
Satellite Feed			\$ 500
Total Other			\$ 43,000
Total Local Marketing			\$ 95,700

Exhibit A

The 12th Annual Palm Beach International Film Festival
One of the Top 25 Independent Film Festivals in the World
April 19 – 26, 2007
Seven Days of "The Best of Everything" Package

Palm Beach County is the epicenter of tropical paradise on the east coast of Florida. Movie fans, professional and amateur filmmakers, students and industry professionals are invited to spend a fabulous sun-drenched weekend of SUN, SAND, CELLULOID, SEMINARS AND CELEBRITIES!

***The Special Best of Everything Package Includes:**

- ❖ 4 days and 3 nights of films, seminars and parties
- ❖ 3 night stay at the fabulous oceanfront Delray Beach Marriott
- ❖ Special VIP access to all events*, films, seminars and parties
- ❖ Transportation to and from all festival events

Located on Florida's Gold Coast, overlooking sandy beaches on Ocean Boulevard, the Delray Beach Marriott is midway between the excitement of Fort Lauderdale and the glamour of Palm Beach. Easy walking distance to Atlantic Avenue's shopping boutiques, bistros, outdoor cafes, art galleries, restaurants and nightlife.

SUN, SAND, CELLULOID, SEMINARS AND CELEBRITY WEEKEND INCLUDES:

Friday, April 20 – Thursday, April 26

Festival of Films

Independent films from around the world play on numerous screens in West Palm Beach and Boca Raton. See schedule for film times and locations.

Friday, April 20

2 – 8 PM – Hotel check-in and registration in the film festival hospitality suite (beverages and light snacks provided)

3 PM – 11PM

Urban Retro Film Fest

A day long retrospective of unique programming that includes Music Videos, Shorts, Student Projects, Animated and Experimental Films integrated into an exciting presentation, followed by an awards presentation and party.

Urban Retro Film Fest is an international competitive festival with awards for Best Music Video, Best Short Film, Best Student Project, Best Animated Film and Best Experimental Film.

Saturday, April 21

8:30 AM – 10AM

Coffee Talks

Delray Beach Marriott

Morning coffee discussions with the top industry professionals, actors, filmmakers, marketers, etc.

Free coffee and pastries.

Saturday, April 21

10AM – 2PM

Industry Seminars

Delray Beach Marriott

These highly educational seminars are conducted by the top industry professionals in the field. Hear seminars programmed by professionals from BAFTA, Screen Actors Guild, Writers Guild of America, Independent filmmakers, and more.

Saturday and Sunday, April 21 and 22

Weekend of Shorts

Saturday at Muvico Parisian 20

Sunday at Sunrise Cinemas at Mizner Park

See the best short films in the world in one presentation.

Saturday, April 21

Grand Gala Celebration and Awards Presentation

Boca Raton Resort

The premiere event of the festival is this black-tie celebration honoring the achievements of some of the most respected talents in the motion picture industry.

*Additional fee required

Sunday, April 22

8:30 AM – 10AM

Coffee Talks

Delray Beach Marriott

Morning coffee discussions with the top industry professionals, actors, filmmakers, marketers, etc.

Sunday, April 22

10 PM – 2 PM

Industry Seminars

Delray Beach Marriott

These highly educational seminars are conducted by the top industry professionals in the field. Hear seminars programmed by professionals from BAFTA, Screen Actors Guild, Writers Guild of America, Independent filmmakers, and more.

Sunday, April 22
3 PM – 6:30 PM
"DOC" Day Afternoon

Crest Theatre
Old School Square

New for 2007 is the planned "Doc Day Afternoon" features an afternoon of documentaries and discussions at the historic Crest Theatre at Old School Square in Delray Beach. This day will bring the must deserved recognition to the art form of documentary filmmaking and provide a greater platform for the educational discussions with the documentary filmmakers.

Sunday, April 22
6:30 – 8 PM

Reception immediately following in Delray Beach location.

Sunday, April 22
8 PM

Under The Stars at the Meyer Amphitheatre
Pack a picnic, bring a blanket and enjoy a free family film under the stars in downtown West Palm Beach.

Sunday, April 22
10 PM

Dive-in Movie
Delray Beach Marriott

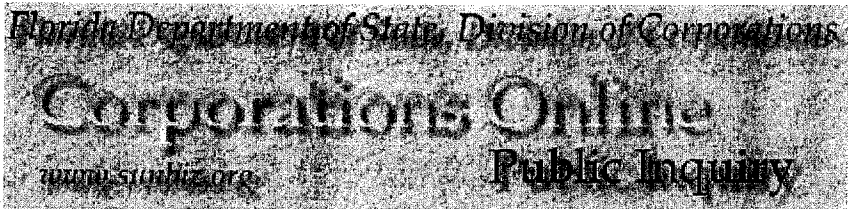
After a day of seminars and films, sit back and enjoy your favorite cocktail and free fun "Beach" film pool-side and beach side at the Delray Beach Marriott.

Monday, April 23
8:30 AM – Farewell breakfast

All for only TBD per person, double occupancy required.

*for an additional \$500 bring your tux or evening gown and attend the premier event of the festival. The star-studded black-tie awards dinner and gala at the fabulous Boca Raton Resort.

Package includes 3 night, 4 day hotel stay, double occupancy required. VIP Admission to all film screenings Friday, April 20 through Thursday, April 26. VIP Admission to all special events and seminars. Admission to the hospitality suite at the Marriott hotel (8:30 am – 8:30 pm daily (beverages, breakfast and snacks provided). PBIFF 12th Anniversary t-shirt, collectible souvenir pin, lanyard and program. Shuttle transportation to and from all festival events. (Airfare, dinner, lunch, gratuities, alcoholic beverages, taxes, grand gala, opening night and closing night films not included. Not valid with any other discounts or promotions. Packages are limited and subject to sellout, purchase early.



Florida Non Profit

PALM BEACH INTERNATIONAL FILM FESTIVAL, INC.

PRINCIPAL ADDRESS
289 VIA NARANJAS, STE. 48
BOCA RSTON FL 33432 US
Changed 01/09/2004

MAILING ADDRESS
289 VIA NARANJAS, STE. 48
BOCA RSTON FL 33432 US
Changed 01/09/2004

Document Number N95000002509	FEI Number 650599763	Date Filed 05/22/1995
State FL	Status ACTIVE	Effective Date NONE
Last Event CANCEL ADM DISS/REV	Event Date Filed 01/09/2004	Event Effective Date NONE

Registered Agent

Name & Address
ELMORE, GEORGE T 289 VIA NARANJAS, STE. 48 BOCA RATON FL 33432
Name Changed: 08/09/2000
Address Changed: 04/04/2006

Officer/Director Detail

Name & Address	Title
BOICE, YVONNE 298 VIA NARANJAS #48 BOCA RATON FL 33432	C
ELMORE, GEORGE 2101 S. CONGRESS AVE DELRAY BEACH FL 33445	ST
EMERMAN, RANDI 289 VIA NARANJAS, STE. 48 BOCA RSTON FL 33432 US	ED

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Report Year	Filed Date
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2005	04/26/2005
2006	04/04/2006

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