



To ensure that your application complies with all requirements, make sure to review the rules and guidelines, eligibility requirements, and additional information below. Please complete the ENTIRE application, including all sections, and submit supporting documentation. Incomplete applications, areas left blank and applications that do not include all required materials will be considered incomplete and **will not be reviewed or awarded**, regardless of previous awards. All event budget, financial and marketing information will be used solely for application evaluation purposes by the Occupancy Tax Coordination Committee and are subject to Freedom of Information Law (Public Officers Law, Article 6) (FOIL) requests.

Rules and Guidelines

Background

Warren County currently collects a 4% occupancy tax on all overnight tourism accommodations in the County. This tax is levied on customers of hotels, motels, bed & breakfasts, inns, housekeeping cottages with four or more units and tourism facilities (i.e. campgrounds with onsite RV rentals) as well as short-term (STR) vacation rentals.

The purpose of this tax, as outlined by [Occupancy Tax law](#) is to promote and increase tourism in Warren County and its municipalities “through the promotion of tourist activities, conventions, trade shows, special events and other directly related and supporting activities.”

Applicant Eligibility

Eligible applicants may be an individual, non-profit organization, or for-profit business requesting funding in support of a multi-day (more than one day) special event, sporting event, activity or tourism-related initiative which will produce a significant impact on overnight guest stays and visitations.

All non-profit applications are required to provide IRS 501-c-3, or 501-c-6 documentation indicating their non-profit status or not-for-profit status.



Application Period and Schedule

Occupancy Tax application period for next year’s funding

- August 1** Occupancy Tax application period Opens
- September 15** **Occupancy Tax application Deadline.** All applications must be complete and submitted by the deadline or they will not be considered for funding.
- October** Occupancy Tax Coordination Committee meets to consider and score all applications. New applicants **MUST** appear before the committee to explain their event, and must present within a strict five-minute time limit. **Repeat applicants are not required to attend.**
- November** Occupancy Tax Coordination Committee meets for final review and to vote on the resolution for application awards. Approved resolution is sent to the full Board of Supervisors for consideration.
- December** Board of Supervisors meets to vote on the resolution passed by the Tourism and Occupancy Tax committee for funding of next year’s events.

Rating Criteria and Evaluation

The following will be considered when evaluating application:

- The expected direct economic impact of the special event or activity on Warren County tourism.
- The impact of the special event or activity on the image and marketing of Warren County as a dynamic and unique destination.
- The prior success and managerial track record of the special event or activity.
- The completeness of the application information (including all reporting on prior year results for those who received county and local funding in previous years).
- The degree to which the special event or activity is supported by other community partners. Applications should seek financial support from other local partners, as occupancy tax grants should not be the sole source of funding support for any special event or activity.
- The degree to which the special event or activity is likely to draw diverse overnight visitors to Warren County.
- The impact the special event or activity will have on the quality of life of the region, including charitable partnership opportunities and philanthropic attributes.



Application Rules, Grant and Award Guidelines

Warren County Occupancy Tax Grant Funding requests are reimbursable only. If funding is requested prior to the special event or activity, grants will be evaluated/awarded by the Occupancy Tax Coordination Committee and may permit a portion of the expenditures to be dispersed with appropriate documentation. Funding is selective and based on the application your organization submits. Funding grant recipients are subject to county audit to ensure compliance of expenditures.

- This application must be completed in its entirety in order for the special event or activity to be considered for funding. If any portion of the application is incomplete, it will not be reviewed or considered.
- The applicant(s) must present reasonable evidence that the special event or activity will increase overnight visitations in Warren County and that the increase is consistent with the level of funding requested.
- All applications **MUST** include a completed comprehensive budget outlining event and IRS 501-c-3 or 501-c-6 designation (if applicable).
- All expenditures must adhere to the **ELIGIBLE AND INELIGIBLE USES OF OCCUPANCY TAX FUNDING** Guidelines as outlined below.
- New applicants must attend the October Committee meeting for review and consideration.

Eligible uses of expenditures

- Paid advertisements: print, radio, television and Internet advertisements, email campaigns, social media campaigns promoting events, attractions, activities, packages, conventions, sporting events, tradeshow, encouraging overnight stays
- Outdoor signage/banners/billboards
- Posters/flyers/brochures
- Design, production and placement of out-of-county advertising
- Fireworks displays
- Event-related postage for direct mail campaigns
- Rental or fee of traveling/special exhibits
- Promotional items promoting the event
- Re-enactors, musicians, entertainers, umpires for games
- Maps, free guides tours of regional area, bicycle routes, snowmobile trails



- Hosting/bid fees
- Venue rental, EXCLUDING any and all county/municipal-owned properties
- Event-related rentals & expenditures (tents, chairs, tables, etc.)
- Portable toilets/handwashing stations/public health-related expenses
- Promotional videography, photography promoting the event
- Signage/advertising on trolley/bus promoting the event
- Advertising in trade journals
- Paid brochure distribution
- Production of promotional materials
- Hanging banner ads
- Public relations to promote event
- Insurance
- Event security/emergency Services
- Event-specific website design/development/updates
- Event-specific directional signage
- Event-specific logo design
- Event-specific external marketing services

Ineligible uses of expenditures

- Payroll/salaries
- Staff hotel/meals
- Staff travel expenditures
- Alcohol
- Staff mileage
- Annual operating, administrative, and maintenance costs
- Awards to participants
- Capital programs
- Set up/clean-up of event
- Volunteer stipends

** Please note: This is not an all-inclusive list and expenditure approval is at the discretion of the Warren County Occupancy Tax Committee, Legal and County Auditor.

By acknowledging this policy, the applicant agrees to abide by all guidelines and requirements stated herein and attests that all information provided in and with the application is truthful and accurate.



Dear Awardee,

Congratulations on your grant award! [Make sure you log into the Portal to look through your Tasks tab for next steps.](#) Grants are disbursed in the form of reimbursement, so please review the application rules, eligibility, guidelines and deadlines carefully and prepare to submit supporting documentation demonstrating expenditures on eligible uses of funds.

Please provide the following within 90 days prior to your event dates:

1. **Branding:** The Warren County Tourism Logo, VISIT THE Lake George Area IN NEW YORK'S ADIRONDACKS, must appear prominently in all advertising and publicity (both written and/or electronic) in order to receive Special Event marketing funding. Please review the **Marketing Guidelines and Logo Usage Requirements** below. By acknowledging this policy, the applicant agrees to abide by all guidelines and requirements stated herein and attests that all information provided in and with the application is truthful and accurate.

Marketing/Advertising. Active marketing campaigns for events are recommended to begin no less than 90 days prior to the event.

- Warren County Tourism's website (www.visitlakegeorge.com) and logo must be listed on event websites, printed materials and on all social media, online, or television advertising to the event or activity receiving funding in accordance with the **Marketing Guidelines and Logo Usage Requirements** included below.
- Radio/television advertisements, (60 seconds or more), must recognize Warren County as an event sponsor and should be verbally recognized in advertisements in accordance with the Marketing Guidelines and Logo Usage Requirements listed below.
- Recipients must acknowledge funding support and partnership from Warren County and are highly encouraged to extend invitation and include Warren County in future press/media events related to the event/activity supported.
- All events producing programs, directories, magazines or publications used for the event must provide Warren County Tourism with one (1) full page of free advertising in the event publication and must provide required specifications within 60 days of special event or activity, or sooner for production.



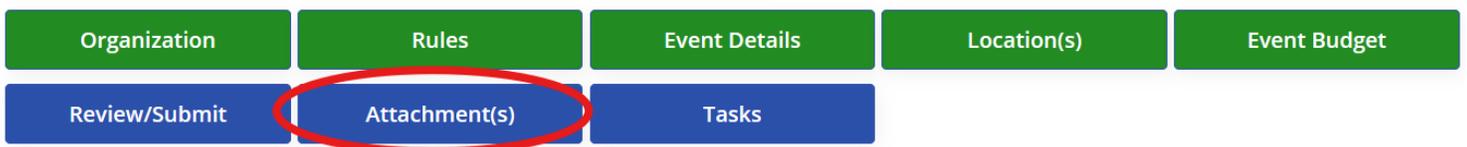
2. Insurance Certificate

- A General Liability Insurance certificate naming the County as an additional insured (90) ninety days before the contract date. Additional insurance will be required for aircraft liability and will be determined by County Attorney’s office. The wording on the certificate should read as follows: “Warren County, its Board, Officers and Employees are named as additional insured on a primary, non-contributory basis.”
- The recipient agrees, shall provide and maintain, or cause to be provided and maintained, a comprehensive general liability event insurance naming the county as additional insured in the amount of not less than One Million Dollars (\$1,000,000) per occurrence (\$2,000,000 aggregate) for personal injury, death, or property damage arising out of the event or event activities or event organizer acts or omissions. This is the minimum standard requirement and is subject to determination by County Attorney.
- The recipient shall further require all participating organizations, clubs, and other entities to likewise provide insurance coverage naming the event organizer and the county as additional insured. The amount of coverage will be determined by each event on a case by case basis by the County Attorney.

3. Taxpayer Identification: Please provide W9.

4. If you have employees: Please provide a Worker’s Compensation Certificate, C105.2, and a Disability policy certificate, DB120.1.

Upload the above documentation to the application portal, in the Attachments Tab.



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MARKETING GUIDELINES

As a recipient of Warren County Occupancy Funds, **The VISIT THE Lake George Area IN NEW YORK'S ADIRONDACKS logo (see visual of logo on this document) must appear prominently** in all advertising and publicity in order to receive reimbursement. Below are the guidelines that must be adhered to for all marketing tactics.

Social Media

All social media ads/posts must include **#myLGarea** and tag our channel in the copy/caption. See below for the list of our channels:

<https://www.pinterest.com/LakeGeorgeArea/>

<https://www.tiktok.com/@lakegeorgearea>

<https://www.threads.net/@lakegeorgearea>

<https://twitter.com/LakeGeorgeArea>

<https://www.instagram.com/lakegeorgearea>

<https://www.facebook.com/TheLakeGeorgeArea>

<https://www.youtube.com/user/visitlakegeorge>

Website

Logo must appear in the Sponsor section. If there is not a designated sponsor section then on the home page. Logo **MUST** link to www.VisitLakeGeorge.com.

Digital Placement (e-newsletter, digital ads, bloggers/influencers, etc.)

Where applicable logo should appear with link to www.VisitLakeGeorge.com. All ads must include **#myLGarea**, and when posting on social media tag the appropriate channel listed under Social Media.

Radio / Event Announcements

Must include "Sponsored by the Lake George Area and the Warren County Supervisors!"

Print (newspaper ads, magazine ads, postcards, banners, etc.)

See Logo Usage Requirement on next page.

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LOGO USAGE REQUIREMENTS



LOGO APPLICATION/PRINTING INSTRUCTIONS

PLACEMENT:

Logo must be separated from other elements by a minimum of .25 inches. The logo must be easy to read by viewer.

ONE-COLOR PRINTING:

The entire logo prints 100% black with no screens. Alternatively, the logo may print reversed (knocked out) of any background color to white. No other colors allowed.

FOUR-COLOR PRINTING:

Logo prints 100% with no screens. No color changes allowed.

LOGO FILES AVAILABLE:

[Download from the County Website](#) OR contact
Tourism Coordinator Paul Tackett
tackettp@warrencountyny.gov

AD REVIEW AND PLACEMENT: Marketing Coordinator Kacey O'Brien

obrienk@warrencountyny.gov

By acknowledging this policy, the applicant agrees to abide by all guidelines and requirements stated herein and attests that all information provided in and with the application is truthful and accurate.



Please provide the following within 60 days after your event:

Within 60 days of the final day of the event/activity supported, organizers are required to upload information to the portal and bring in (1) one copy of the following information for reimbursement to the Tourism Department's Fiscal Coordinator:

1. **A complete and properly executed County Voucher.**
2. **A one-two page summary** detailing the success of the special event/activity, number of attendees, number of room nights, hotels used and future plans/dates for next year's event.
3. **Receipts for all ELIGIBLE expenses for which you are requesting reimbursement** (please note, these must fall under the ELIGIBLE USES OF OCCUPANCY TAX guidelines, as outlined in the application Rules and Guidelines. INELIGIBLE USES will not be reimbursed.
4. **Final budget indicating all expenditures and revenues** (updated by applicant). In order for approval of reimbursement, applicant must update the Budget Form completed with the application with final budget expenses and provide back-up documentation such as copies of ads, screenshots of social media/website, invoices, insertion orders or other proof indicating marketing and promotional opportunities associated with the event.
 - All financial transactions must be conducted in the name of the awardee
 - Invoice
 - Print ad with logo must include tear sheets
 - Social media ad with logo must include screen shots
 - Radio Ads: Must furnish an electronic copy of the ad
 - Proof of purchase must be reflected on bank statement (account in the name of awardee)
 - When checks are used as proof of purchase, they must be images of the cashed check

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WARREN COUNTY TOURISM PROMOTION AND CONVENTION DEVELOPMENT AGREEMENT

WHEREAS, (ORGANIZER) (“organizer”) is producing an Event which shall occur in Warren County that is expected to generate tax revenue, and Organizer’s application for Warren County occupancy tax reimbursement funding was approved by the Warren County Board of Supervisors to authorize reimbursement for promotional costs and expenses associated with the Event.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, Warren County and the Organizer accept and agree as follows:

Section I: Contract Terms.

- 1. **Organizer:**
- 2. **Organizer’s Primary Contact:**
- 3. **Organizer’s Address:**
- 4. **Organizer’s Telephone:**
- 5. **Event Name:**
- 6. **Event Location(s):**
- 7. **Event Date(s):**
- 8. **Total Amount Authorized for Reimbursement:**
- 9. **Term of Agreement: Effective only during Calendar Year 2026**

Section II: Contract Documents.

Each of the following documents are deemed part of this Agreement and are incorporated by reference as if each were fully set forth herein.

- 1. SCHEDULE A: Scope of Services – Special Events.
- 2. SCHEDULE B: Standard Contract Terms.
- 3. Warren County Board of Supervisors Resolution No. _____.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNLESS EXECUTED BELOW BY THE COUNTY OF WARREN.

<p>(ORGANIZER)</p> <p><i>Signature:</i> _____</p> <p><i>Name:</i> (name)</p> <p><i>Title:</i> (title)</p> <p>DATED: _____</p>	<p>COUNTY OF WARREN</p> <p><i>Signature:</i> _____</p> <p><i>Name:</i> KEVIN B. GERAGHTY</p> <p><i>Title:</i> Chair, Warren County Board of Supervisors</p> <p>DATED: _____</p>
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SCHEDULE A

Scope of Services – Special Events
County of Warren, New York

I. PURPOSE AND OVERVIEW

The Organizer shall use all occupancy tax funds to plan, execute, and measure a comprehensive marketing program that promotes the County of Warren and prominently features the County's logo in accordance with this Scope of Services, applicable branding standards, and all legal requirements set forth in this Agreement.

II. ORGANIZER'S BRANDING AND MARKETING OBLIGATIONS

The Organizer shall develop and place advertising that features the County Tourism Logo and promotes tourism, lodging, attractions, and events within Warren County. The Organizer must commence advertising and marketing campaigns at least **ninety (90) days prior** to the first day of the event. Organizer shall share with Warren County Tourism each advertisement upon publication or distribution.

The Warren County Tourism Logo, "VISIT THE Lake George Area IN NEW YORK'S ADIRONDACKS" (hereafter, the "Logo"), must appear prominently in all advertising and publicity (both written and electronic publications). Warren County Tourism's website (www.visitlakegeorge.com) and Logo must be listed on all event websites, printed materials and on all social media, online, radio, or television advertisements.

All events producing programs, directories, magazines or publications used for the event must provide Warren County Tourism with one (1) full page of free advertising in any publication and must provide required specifications within **sixty (60) days** of the commencement of Organizer's event(s) or activities.

III. MARKETING REQUIREMENTS

The Organizer may utilize any and all of the advertising and marketing strategies and platforms as set forth herein in accordance with the following:

- a) **Social Media**. All social media ads and/or posts must include "**#myLGarea**" and tag our channel in the copy/caption. The list of channels include:

<https://www.pinterest.com/LakeGeorgeArea/>
<https://www.tiktok.com/@lakegeorgearea>
<https://threads.com/@lakegeorgearea>
<https://x.com/LakeGeorgeArea>
<https://www.instagram.com/lakegeorgearea>
<https://www.facebook.com/TheLakeGeorgeArea>
<http://www.youtube.com/@LakeGeorgeArea>

- b) **Website**. The County Tourism Logo must appear on the Organizer's event website and be included on the homepage. The County Tourism Logo must link to www.VisitLakeGeorge.com.
- c) **Digital Placement**. The Organizer may execute digital campaigns that promote the Organizer's event and/or activities, including but not limited to e-newsletter, digital ads, bloggers/influencers, search engine marketing, and email marketing. Where applicable, the County Tourism Logo should appear with a link

SCHEDULE A

Scope of Services – Special Events County of Warren, New York

to www.VisitLakeGeorge.com. All ads must include “#myLGarea,” and when posting on social media, tag the appropriate channel as set forth herein.

- d) Radio / Event Announcements. All radio, event announcements, and other marketing or advertisements that are not written or visual advertisements must provide that the Organizer’s event(s) or activities are “Supported by Warren County and the Lake George Area.” Radio advertisements must be at least sixty (60) seconds or longer, unless otherwise approved by the Warren County Tourism Department.
- e) Print Advertisements. The Organizer may utilize print advertisements and marketing such as in magazines, newspapers, brochures, postcards, banners, billboards, transit, signage, visitor kiosks. The County Tourism Logo and Tourism Website “www.VisitLakeGeorge.com” must be included on the first page of the advertisement.
- f) Television Advertisement. All televisions advertisements must prominently display the County Tourism Logo and the Tourism Website “www.VisitLakeGeorge.com.” Television advertisements must be at least sixty (60) seconds or longer, unless otherwise approved by the Warren County Tourism Department.
- g) Collateral and Merchandising. If Organizer intends on providing advertisement through collateral means, Organizer shall provide the Warren County Tourism Department the opportunity to request the County Tourism Logo be included. Organizer shall not include the Warren County Tourism Logo on any merchandise unless otherwise approved by the Warren County Tourism Department.
- h) Partner Co-Marketing. The Organizer may engage in co-op campaigns with industry partners within Warren County, provided that: (a) the County Tourism Logo is prominently displayed; (b) all uses comply with this Scope of Services; and (c) Organizer secures necessary approvals in advance from the Warren County Tourism Department.

IV. COUNTY TOURISM LOGO USAGE REQUIREMENTS

- a) Approved Artwork. The County Tourism Logo shall be used only in approved, unaltered formats supplied by the County. The Organizer shall not recreate, redraw, or modify the County Tourism Logo.
- b) Placement. The County Tourism Logo must be separated from other elements by a minimum of 0.25 inches. The Logo must be prominently displaced and easy to read. When used with partner logos, the County Tourism Logo shall be at least equal in size to any partner logo, unless otherwise approved in writing by the Warren County Tourism Department.

SCHEDULE A

Scope of Services – Special Events
County of Warren, New York

c) Style of Logo.



- d) Color and Background. Only approved color palettes may be used. The County Tourism Logo shall appear on backgrounds that provide sufficient contrast for legibility. For one-color printing the entire Logo must print 100% black with no screens, or alternatively the logo may print reversed (knocked out) of any background color to white. For four (4)-color printing the entire Logo must print 100% with no screens. No color changes are allowed without the expressed written consent of the Warren County Tourism Department.
- e) Logo Files Available. The Organizer may find County Tourism Logo files available on the County website or by contacting the Warren County Tourism Department.
- f) Pre-Use Approvals. The Organizer shall submit representative proofs or mockups for County review and written approval prior to first use in each medium, and thereafter upon material changes. Standard review period shall be five (5) business days, unless expedited in writing.
- g) Prohibited Uses. The County Tourism Logo shall not be: (a) distorted, stretched, rotated, or cropped; (b) combined with other graphics, taglines, or effects; (c) used in any manner suggesting endorsement of political candidates, ballot measures, or non-tourism-related commercial products; or (d) placed on materials that are obscene, defamatory, or otherwise unlawful.

V. COLLECTION AND REPORTING REQUIREMENTS

The Organizer must provide the County with the following within **sixty (60) days** of the event in order to obtain reimbursement.

- a) Post-Event Performance Report. The post-event performance report shall include:
1. a one (1) page evaluation of the event;
 2. if applicable, a historical annual participation analysis; and
 3. a final marketing plan/analysis which includes: marketing demographics/reach, hospitality properties used in the region, number of room nights, zip code analysis of attendees if applicable, total number of attendees, locations where Lake George Area brand was used or displayed, and a statement of funding received from other entities for the Organizer's event(s) or activities.

SCHEDULE A

Scope of Services – Special Events
County of Warren, New York

- b) Final Budget. Following the Organizer's event(s) and/or activities, the Organizer shall submit a final budget for the Event and all actual expenses incurred for the Event, to include items for which reimbursement is requested.

- c) Proof of Advertisement. The Organizer shall provide to the Warren County Tourism Department a copy of each written advertisement. For all electronic advertisements, including social media or website advertisements, Organizer shall provide a screenshot to the Warren County Tourism Department. All television or radio advertisements must be provided to Warren County in an electronic copy.

VI. PROOF REQUIRED FOR REIMBURSEMENT PAYMENT

Organizer shall submit proof of all disbursements for which reimbursement is requested. Proof of payment shall include an invoice outlining the expense and/or receipt of each expense on the Organizer's bank statement. Images of cancelled checks will be sufficient proof of payment. All expenses must be in the name of the Organizer to qualify for reimbursement. No invoice or receipt in the name of a person other than the Organizer will be accepted for reimbursement. Proof of payment other than by invoice, receipt, or cashed check may be accepted at the sole discretion of the Warren County Auditor. All supporting documentation is subject to general auditing principals and must comply with Schedule B – Standard Contract Clauses. Warren County retains the right to reject any proof of payment that is deemed fraudulent or fails to satisfy the conditions of this Agreement.

VII. ELIGIBLE USES AND EXPENDITURES

Organizer may receive occupancy tax funding to reimburse actual expenses incurred for the promotion of tourist activities, conventions, trade shows, special events, and other directly related and supporting activities. The following is a non-exhaustive list of approved uses:

1. Paid advertisements;
2. Signage, banners, billboards, posters, flyers, bus/trolley advertising, and brochures;
3. Design, production and placement of out-of-county advertising;
4. Event-related postage for promotional campaigns;
5. Promotional videography or photography;
6. Public relations to promote the event;
7. Event-specific website design, development, or updates;
8. Event-specific logo design;
9. Event-specific external marketing services; and
10. All other promotional uses pre-authorized, in writing, by the Warren County Tourism Department.

Warren County has sole discretion to deny any proposed expense that does not meet the statutory requirements set forth in federal, state, or local laws and regulations. Organizer may pre-submit any proposed expense to the Tourism Department for pre-approval to ensure future reimbursement. Upon request, the Tourism Department will provide Organizer a non-exhaustive list of ineligible expenses that will not be reimbursed.

SCHEDULE B

Standard Contract Clauses County of Warren, New York

The Parties to the Agreement, the County of Warren (hereafter, "the County") and the Organizer as set forth in the Agreement (hereafter, "Organizer") agree to be bound by the following clauses which are hereby made a part of the Agreement to the extent applicable:

1. EXECUTORY CLAUSE. In accordance with section 362(3) of the County Law, the County shall have no liability under this Agreement to the Organizer or to anyone else beyond funds appropriated and available for this Agreement.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 109 of the General Municipal Law, this contract may not be assigned by the Organizer or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous written consent of the County for assignments requested due to the Organizer's reorganization, merger, or consolidation. Any attempt to assign the Agreement without the prior written consent of the County shall be null and void and relieve the County of any obligation to pay the Organizer.

3. CANCELLATION. The County may cancel this Agreement in whole or in part at any time, for cause, by written notice to the Organizer, effective when sent, in the event that the Organizer: (a) fails to comply with any term or condition of this Agreement including, but not limited to, delivery terms; or (b) appoints a receiver, liquidator or trustee in bankruptcy or other similar officer over any or all of its property or assets; or (c) files a voluntary petition in bankruptcy; or (d) has had filed against it an involuntary petition in bankruptcy which remains in effect for thirty (30) days; or (e) voluntarily ceases trading; or (f) merges with or is acquired by a third party; or (g) assigns any of its rights or obligations under the Agreement to a third party without the County's advance written consent. Upon the occasion of any one of the aforesaid, and in addition to any remedies which the County may have in law or in equity, the County may immediately cancel this Agreement, in whole or in part at any time, by written notice to the Organizer of such cancellation and the Organizer shall thereupon transfer title and deliver to the County such work in progress or completed material as may be requested by the County. If canceled by the County the County shall have no liability to the Organizer or obligation to pay the Organizer under the contract.

4. TERMINATION. The Organizer and the County may mutually agree, in writing, to terminate this Agreement at any time upon thirty (30) days' written notice. The County may also terminate this Agreement at any time and on any reason by providing written notice to the Organizer, not less than thirty (30) days prior to such termination date. The Organizer and the County each reserve the right to terminate this Agreement at any time in event of default or violation by either Party of any provision of this Agreement. Either Party may proceed with an action at law or in equity as may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement. If terminated by the County under this provision, the County shall have no liability to the Organizer or obligation to pay the Organizer under the contract.

5. FORCE MAJEURE. If performance of the Agreement or any obligation set forth by the Agreement is prevented by an event of "Force Majeure, as defined below, the affected party shall provide written notice to the other party and shall be excused from such

performance to the extent of and for the duration that performance is prevented. The affected party shall use all reasonable and customary efforts to remove the cause which prevents performance. "Force Majeure" shall mean any act or event which prevents either Party from performing its obligations under the Agreement when such failure is due to fire, flood, or similar natural disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other unknown causes beyond the control of the parties and which could not have been predicted or avoided by the non-performing party. No party shall be held liable for its failure to perform under the Agreement when performance was prevented by an event of Force Majeure.

6. PAYMENT TERMS. Payment by the County shall be in the form of reimbursement following the completion of the Event and Organizer's satisfaction of all contract requirements, including but not limited to required proof of payment(s), submission of a W-9, and satisfaction of the County's vendor requirements. Organizer shall then submit an invoice to the Warren County Tourism Department which shall be paid within thirty (30) days of receipt of the invoice, or as soon as is practicable.

The County is not responsible or liable for payment of any kind prior to the Organizer's event or activities or for any amount that exceeds the funding provided under this Agreement. Organizer bears sole responsibility to providing payment to all vendors, contractors, subcontractors, employees, and agents associated and/or related to Organizer's event(s) or activities.

7. SET-OFF RIGHTS. The County shall have all common law and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold for the purposes of set-off any moneys due to the Organizer under this Agreement up to any amounts due and owing to the County with regard to this Agreement, any other Agreement, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the County for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

8. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Organizer will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. The Organizer shall also comply with the Warren County Policy Against Discrimination and Harassment, a copy being accessible online at <https://warrencountyny.gov/hr/forms.php>, which policy applies to all persons in a contractual relationship with the County.

9. CONFLICTS OF INTEREST. The Organizer represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement and possesses no knowledge or information of any conflict of interest under Article 18 of the General Municipal Law, and the Warren County Code of Ethics, with a copy being available at the County's website <https://www.warrencountyny.gov/boardofethics>. Upon Organizer discovering any conflict of interest which arises after the Effective Date

SCHEDULE B

Standard Contract Clauses County of Warren, New York

for this Agreement, the Organizer shall notify the County in writing without unreasonable delay.

10. INDEPENDENT STATUS. Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of copartners between the Parties or that the Organizer's officers, members, partners, employees, staff or agents are employees of the County in any manner whatsoever. The Organizer and their staff are and shall remain independent and separate for all work performed under this Agreement. The Organizer represents and promises that it has secured at its own expense all persons required to perform the work required by this Agreement. The Organizer's officers, members, partners, employees, representatives and agents shall not be considered or deemed County employees or agents, nor shall the County be deemed a joint employer with Organizer, and any and all claims that may arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of work performed under this Agreement including, without limitation, claims of discrimination against the Organizer, its officers, members, partners, employees, or agents, shall in no way be the responsibility of the County. The Organizer shall defend, indemnify and hold harmless the County, its officers, employees and agents from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. The Organizer's officers, members, partners, employees and agents shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the County for work performed under this Agreement, including, without limitation, tenure rights, medical and hospital care, personal, sick and vacation leave, Workers' Compensation, employee liability, Unemployment Compensation, disability, and severance pay.

11. PROPRIETARY INFORMATION. Notwithstanding any provisions to the contrary in the Agreement, Organizer and the County acknowledge and agree that all information, in any format, submitted to the County shall be subject to and treated in accordance with the NYS Freedom of Information Law ("FOIL," Public Officers Law, Article 6). Pursuant to FOIL, the County is required to make available to the public, upon request, records or portions thereof which it possesses, unless that information is statutorily exempt from disclosure. Therefore, Organizer should submit information to the County in a non-confidential, non-proprietary format. FOIL does provide that the County may deny access to records or portions thereof that "are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise." [See Public Officers Law, § 87(2)(d)]. Accordingly, if the Agreement specifically requires submission of information in a format Organizer considers a proprietary and/or confidential trade secret, Organizer shall fully identify and plainly label the information "confidential" or "proprietary" at the time of disclosure. By so marking such information, Organizer represents that the information has actual or potential specific commercial or competitive value to the competitors of Organizer. Without limitation, information will not be considered confidential or proprietary if it is or has been (i) generally known or available from other sources without obligation concerning its confidentiality; (ii)

made available by the owner to others without obligation concerning its confidentiality; or (iii) already available to the County without obligation concerning its confidentiality. In the event of a FOIL request, it is the County's policy to consider records as marked above pursuant to the trade secret exemption procedure set forth in 21 New York Codes Rules & Regulations § 501.6 and any other applicable law or regulation. However, the County cannot guarantee the confidentiality of any information submitted. More information on FOIL, and the relevant statutory law and regulations, can be found at the website for the New York State Committee on Open Government (<https://opengovernment.ny.gov/freedom-information-law>) and the FOIL Policy for the County.

12. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. As a condition to the County's obligation to pay any invoices submitted by Organizer pursuant to this Agreement, Organizer shall provide to the County its Federal employer identification number or Federal social security number, or both such numbers when the Organizer has both such numbers. Where the Organizer does not have such number or numbers, the Organizer must give the reason or reasons why the payee does not have such number or numbers.

13. SUBMISSION OF W-9 AND VENDOR INFORMATION. As a prerequisite to payment by the County, the Organizer must complete a W-9 form and submit it to the Tourism Department and/or the Warren County Purchasing Agent as directed by the County. Any additional information requested by the County to set Organizer up as a vendor and to comply with the Warren County Purchasing Policy and federal and/or state law must be provided prior to the County making payment.

14. PERMITS. It is the responsibility of the Organizer to acquire and maintain, at its own cost, any and all permits, licenses, easements, waivers and permissions of every nature necessary to perform the work.

15. CRIMINAL ACTIVITY. If subsequent to the effectiveness of this Agreement, the County comes to know of any allegation previously unknown to it that the Organizer or any of its principals, agents, or employees is under indictment for a felony, or has been, within five (5) years prior to submission of the Organizer's application for funding to the County, convicted of a felony, under the laws of the United States or of any State or Territory of the United States, then the County may terminate this Agreement and its obligations to provide reimbursement under this Agreement. If subsequent to the effectiveness of this Agreement, the County comes to know of the fact, previously unknown to it, that Organizer or any of its principals, agents, or employees is under such indictment or has been so convicted, then the County may exercise its right to terminate this Agreement. If the Organizer knowingly withheld information about such an indictment or conviction, the County may declare the Agreement null and void and may seek legal remedies against the Contractor and its principals. The Organizer or its principals may also be subject to penalties for any violation of law which may apply in the particular circumstances. For a Organizer which is an association, partnership, corporation, or other organization, the provisions of this paragraph apply to any such indictment or conviction of the organization itself or any of its officers,

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partners, or directors or members of any similar governing body, as applicable.

16. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Organizer shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

17. MUTUAL REPRESENTATIONS AND WARRANTIES. Organizer represents and warrants to the County that (a) it has the right to enter into this Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

18. NO ARBITRATION. Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily required) without the County's written consent, but must, instead, be heard in a court of competent jurisdiction of the State of New York.

19. NO DUTY TO SUPERVISE. The Organizer acknowledges that the County does not control, direct, supervise, or assume responsibility for the Organizer's operations, decisions, or compliance obligations, and that the Organizer is solely responsible for the planning, executing, management, oversight, and compliance of all activities funded.

20. RESPRESENTATIONS. The Organizer acknowledges that the County, other than providing funding herein, does not make any representations concerning the adequacy, availability or suitability of the area and/or its hotels, restaurants, attractions, entertainment venues, recreational opportunities, environment, roads, utilities, weather or any other matter of any kind or nature with regard to the Organizer's event or activities.

21. NO LIABILITY FOR USE OF FUNDS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COUNTY SHALL NOT BE LIABLE TO THE ORGANIZER OR TO ANY THIRD PARTY FOR ANY AND ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, COSTS, OR EXPENSES (INCLUDING WITHOUT LIMITATION CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES AND LOST PROFITS), ARISING OUT OF OR RELATING TO: (i) THE ORGANIZER'S APPLICATION FOR, RECEIPT OF, USE OF, OR INABILITY TO USE THE FUNDING PROVIDING BY THIS AGREEMENT; (ii) THE ORGANIZER'S PROJECTS, PROGRAMS, ACTIVITIES, EVENTS, PROCUREMENTS, OR EXPENDITURES FUNDING IN WHOLE OR IN PART WITH THE FUNDING; (iii) ANY ACTS OR OMISSIONS OF THE ORGANIZER, ITS AFFILIATES, SUBRECIPIENTS, CONTRACTORS, OFFICERS, EMPLOYEES, OR AGENTS IN CONNNECTION WITH THE FUNDING; OR (iv) THE OUTCOMES, RESULTS, OR IMPACTS (OR LACK THEREOF) OF ANY ACTIVITIES FINANCED BY THE FUNDING, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

22. NO LIABILITY FOR INDIRECT AND CONSEQUENTIAL DAMAGES. THE COUNTY DISCLAIMS, AND SHALL HAVE NO LIABILITY FOR, ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF REVENUES, PROFITS, GOODWILL, OR BUSINESS

OPPORTUNITIES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

23. CAP ON LIABILITY. In all events and in the aggregate, the County's total liability arising out of this Agreement and the funding shall not exceed the award amount provided for in the authorizing Board of Supervisor's Resolution.

24. OWNERSHIP OF MATERIALS AND DATA. The County retains all right, title, and interest in and to any material, information, or data provided to the Organizer by the County or associated with the County's tourism program, including but not limited to, the Warren County logo and/or seal, and the Lake George Area logo and image.

25. ORGANIZER'S INSURANCE OBLIGATIONS. During the performance of this Agreement and the Organizer's event(s) or activities, Organizer for itself, its assignees, and successors in interest (collectively, the "Organizer") agrees and promises to comply with the County's insurance coverage requirements as set forth herein.

The Organizer shall procure and maintain during the term of this Agreement and the Organizer's event(s) or activities relating to the funding, and at the sole expense of Organizer, the policies of insurance coverage with the coverage limits equal to or greater than the amounts enumerated herein. The Organizer bears sole responsibility for any self-insured retention or deductible losses under each of the required policies. Every policy required by the County, including any required endorsements and any umbrella or excess policy coverage, shall be primary insurance. Insurance carried by the County, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Organizer.

The Organizer shall provide the Warren County Attorney's Office with a Certificate of Insurance naming the County as a Certificate Holder and an "**Additional Insured on a Primary and Non-Contributory Basis**" at least thirty (30) days prior to the commencement of Organizer's event(s) and/or activities. The County's failure to object to the contents of the Certificate of Insurance provided by the Organizer or the absence of same shall not be deemed a waiver of any and all rights held by the County under this Agreement.

In the event the Organizer utilizes any contractors, subcontractors, or vendors for any portion of work for the Organizer's event(s) or activities, then the contractor, subcontractor, or vendor shall provide insurance of the same type or types as required herein from the Organizer and the same extent of coverage as that provided by the Organizer to the County.

Every required coverage type shall be "occurrence basis" except for Professional Errors and Omissions Coverage, which may be "claims made" coverage. The Organizer may utilize umbrella/excess liability coverage to achieve the limits required hereunder, such coverage must be at least as broad as the primary coverage.

All insurance shall be provided by insurance carriers licensed and admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide).

The County Attorney and/or their designee must approve all insurance certificates submitted by the Organizer, prior to the County accepting and executing this Agreement. The County reserves the right to request certified copies of any policy or endorsement thereto which

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shall be produced within three (3) business days of a written request delivered by email or as otherwise provided by this Agreement.

If Organizer fails to procure and maintain the required coverage(s) and minimum limits as set forth in this Agreement, for the Organizer or any contractor, subcontractor, or vendor, then such failure shall constitute a material breach of a precondition to the County entering into this Agreement, or in the alternative, a material breach of this Agreement once executed by the County authorizing the County to immediately terminate this Agreement and forego payment to Organizer.

Each policy shall provide that the insurer will endeavor to give the County at least thirty (30) days' prior written notice of cancellation, non-renewal, or material reduction in coverage. Organizer shall notify the County within two (2) business day of the cancellation or any substantive change of any insurance policy required for this Agreement herein, and failure to do so shall be deemed a material breach of this Agreement.

The insurance requirements set forth in this Agreement shall not be construed to limit, reduce, or otherwise affect any indemnification, defense, or other obligations of Organizer under this Agreement or at law.

26. INSURANCE COVERAGE REQUIREMENTS. Organizer shall procure and maintain the following insurance coverages and as further set forth in paragraph 25 of this Agreement:

- a. **Commercial General Liability Insurance** in the amount of One Million Dollars (\$1,000,000) per occurrence with a Two Million Dollar (\$2,000,000) aggregate;
- b. **Commercial General Liability Insurance** in the amount of One Million Dollars (\$1,000,000) combined single limit for owned, hired, and non-owned vehicles;
- c. **Excess Liability Insurance** in the amount of One Million Dollars (\$1,000,000);
- d. If, Organizer is serving alcohol, **Liquor Liability Insurance** in the amount of One Million Dollars (\$1,000,000); and
- e. **New York State Workers Compensation, Employer's Liability and Disability Insurance** or a waiver of same from the New York State Workers Compensation Bureau.

Failure to secure insurance coverage requirements during the life of this agreement, shall make this Agreement void and of no effect.

27. INDEMNIFICATION. To the fullest extent permitted by law, the Organizer shall indemnify, defend (with counsel reasonably acceptable to the County), and hold harmless the County of Warren, its governing body, agencies, departments, officers, employees, agents, and volunteers (collectively, "County Parties") from and against any and all claims, demands, actions, suits, proceedings, liabilities, losses, damages (including property damage and bodily injury or death), fines, penalties, judgments, costs, and expenses (including reasonable attorneys' fees and expert costs) of any kind or nature whatsoever, whether at law or in equity, arising out of, related to, or resulting from: (a) Organizer's application for, acceptance of, administration of, or use or misuse of the funding; (b) any acts, errors, or omissions of the Organizer or its directors, officers, employees, contractors, subcontractors, consultants, representatives, or agents in

connection with the funding or any project or activity funded thereby; (c) Organizer's negligence or willful misconduct; (d) Organizer's breach of this Agreement or failure to comply with any applicable law, regulation, permit, or policy; or (e) any claim that the project, event(s), or activities funding in whole or in part by this funding infringe, misappropriate, or otherwise violate any intellectual property or other proprietary right.

Organizer's obligations under this Section apply regardless of whether any such claim is caused in part by a County Party; provided, however, that Organizer shall have no obligation to indemnify, defend, or hold harmless a County Party to the extent a claim is finally adjudicated to have been caused by the sole gross negligence or willful misconduct of that County Party.

Organizer's duty to defend is immediate upon written tender by the County and is separate and independent from, and not limited by, Organizer's duty to indemnify. At the County's option, the County may participate in the defense with counsel of its choosing at Organizer's expense, subject to reimbursement if it is finally adjudicated that Organizer had no duty to defend.

Organizer shall not settle any claim that imposes any liability, admission of fault, or obligation on the County or any County Party, without the County's prior written consent.

The indemnification obligations set forth in this Section shall survive the expiration or termination of this Agreement and shall not be limited by insurance requirements or the availability of insurance. Organizer's obligations are in addition to, and shall not be construed to negate, abridge, or reduce, any other rights or remedies that may be available to the County at law or in equity.

Without limiting the foregoing, Organizer shall cause its contractors and subcontractors participating in the funded event(s) or activities to assume indemnification obligations in favor of the County no less protective than those set forth in this Section and shall be responsible for their compliance.

28. GOVERNING LAW. This Agreement shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

29. STATUTE OF LIMITATIONS. Organizer may not bring any claims against the County in connection with this Agreement or any County board, officer, employee, or agent more than one (1) year after the date of accrual of the cause of action.

30. VENUE. Any action or special proceeding commenced between the Parties or by any third-party as against any Party in relation to any matter governed by this Agreement shall be commenced only before the Supreme Court for the County of Warren.

31. WAIVER. A delay or omission by either party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by duly authorized representatives of the Party waiving its rights.

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32. SEVERABILITY. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the fullest extent permitted by applicable law.

33. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law and Rules ("CPLR"), Organizer hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Organizer's actual receipt of process or upon the County's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Organizer must promptly notify the County, in writing, of each and every change of address to which service of process can be made. Service by the County to the last known address of Organizer shall be deemed good and sufficient service. Organizer will have thirty (30) calendar days after service hereunder is complete in which to respond.

34. NOTICE PROVISION. Any notice, request, demand or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, as certified mail and addressed as follows: Notice to the County shall be sent to the Director of the Warren County Tourism Department at 1340 State Route 9, Lake George, New York, 12845, with a copy sent to:

Chair, Warren County Board of Supervisors
C/O Clerk of the Board of Supervisors
1340 State Route 9
Lake George, NY 12845

and an additional copy to:

Warren County Attorney
1340 State Route 9
Lake George, NY 12845.

Notice to the Organizer shall be sent to the Organizer at the address set forth on Page One of this Agreement, or any updated address provided to the County by the Organizer after the effective date of this Agreement. The notice shall be deemed received the day after it is mailed.

35. ADMISSIBILITY OF REPRODUCTION OF AGREEMENT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Organizer acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, regardless of whether the original of said contract is in existence.

36. ELECTRONIC SIGNATURES BINDING. In accordance with Section 304(2) of the New York State Technology Law, an electronic signature upon Page One of this Agreement may be used and in lieu of a signature affixed by hand and shall have the same validity and effect as the use of a signature affixed by hand.

37. EXECUTION. This Agreement may be executed in separate counterparts which together shall constitute the entire Agreement of the Parties so long as both Parties executed their copy of this Agreement. By executing this Agreement on Page One, the Organizer certifies that all information provided to the County under New York State Finance Law, Section 139-k is complete, true and accurate.

38. SURVIVAL. The following provisions, together with any definitions, interpretive provisions, and ancillary obligations necessary to give them effect, shall survive any termination or expiration of this Agreement for the longest period permitted by applicable law: Section 8 – Non-Discrimination Requirements; Section 10 – Independent Status; Section 18 – No Arbitration; Section 19 – No Duty to Supervise; Section 20 – Representations; Section 21 – No Liability for Use of Funds; Section 22 – No Liability for Indirect and Consequential Damages; Section 23 – Cap on Liability; Section 24 – Ownership of Materials and Data; Section 25 – Indemnification; Section 26 – Governing Law; Section 27 – Statute of Limitations; Section 28 – Venue; Section 31 – Service of Process; Section 32 – Notice Provision; and Section 33 – Admissibility of Reproduction of Agreement.