

BAY COUNTY TOURIST DEVELOPMENT COUNCIL
PANAMA CITY BEACH
CONVENTION AND VISITORS BUREAU, INC.

SPECIAL EVENTS ADVERTISING POLICY AND PROCEDURE

I. POLICY.

The Panama City Beach Convention and Visitors Bureau (CVB) believes that Special Events are an important aspect of our overall marketing efforts to promote Panama City Beach as a tourist destination. Generally, funding for out-of-house special events is limited to direct payment for marketing of the event previously approved in writing by the CVB as to content and placement. A "Special Event" is an event that will be held in the Panama City Beach area and which promotes visitation to the area from outside Bay County.

II. RELATIONSHIP OF THE TDC AND CVB

The Bay County Tourist Development Council (TDC) is appointed to oversee and administer the tourist development tax within the special taxing districts of Bay County, Florida. The CVB - a 501(C) 6 non-profit corporation - through a contract with the Bay County Board of County Commissioners (BOCC) performs the destination marketing activities on behalf of the TDC. The appointed members of the TDC, concurrently and jointly, serve as the board of directors of the CVB. For the purpose of the policy, the TDC and CVB are synonymous. Any funding for Special Events is a CVB expenditure.

III. PROCEDURE TO IMPLEMENT POLICY.

A. Application Required. Each Special Event applying for advertising support will be required to submit a written application for the fiscal year (October 1 - September 30) during which funding is sought to be provided. The application must be submitted to the CVB's President/CEO or Vice-President of Sports Marketing and Special Events. The application shall contain the following information:

1. Name and address of applicant (who must be the promoter and organizer of the Special Event).
2. Name and address of contact person.
3. Names and addresses of all persons, firms and corporations financially

interested in the Special Event or participating in the control of the Special Event.

4. Detailed description of the Special Event that includes: a detailed narrative of the proposed goals, objectives, and economic impact; to include dates of the event including set up and tear down; anticipated attendance; projected overnight visitation; a logistics outline (including but not limited to: location/site plan; demographic of audience; parking/shuttle plan; security; sanitation; health and safety plans; traffic plans; special needs requirements; and any other logistical information); and an expense budget for producing the event.
5. Complete media plan for the Special Event that includes: an advertising schedule; public relations activities; proposed creative materials (including but not limited to: display ads, banner ads, websites, fliers, posters); promotional activities to support the event and the related expense budgets for the marketing activities.
6. A complete revenue budget for the event that includes: the amount of money being invested into the event by the event organizer; the amount of the grant request from the CVB; additional sponsorship revenues; anticipated revenues from ticket sales; anticipated revenues from ancillary sales; and any other revenue expected to be generated by the event.

B. Staff Recommendation. Within 14 business days after receipt of a completed application, the CVB President/CEO or his designee shall approve the marketing grant request; deny the grant request; or ask for modifications in the grant request. Grant requests in excess of \$10,000 shall require approval of the Board of Directors. All staff action in response to an application shall be reported to the Board of Directors at its next regularly scheduled meeting. The President/CEO has the fiduciary responsibility of maintaining the CVB's annual budget. Any grants to be awarded after the CVB Budget is adopted by the CVB Board of Directors could require an amendment to the budget and, depending upon the materiality of the budget amendment, also an amendment to the CVB's annual Program of Work typically incorporated into its annual Destination Marketing Agreement with the Board of County Commissioners of Bay County. Nothing within this policy authorizes the President/CEO or any member of the CVB staff to commit any funds that would cause the CVB budget to go into a deficit. An applicant disappointed by the decision of the CVB President/CEO may appeal to the CVB Board of Directors.

In those cases where board action is necessary, which include but are not limited to: the amount and nature of the request; a material change to the CVB's Program of Work; and the appeal of an application denied by the CVB President/CEO in whole or in part, the CVB staff will coordinate with the applicant to allow the

applicant to have the opportunity of making a presentation to the next CVB Board of Director's Meeting. At the board meeting, the applicant will present first and CVB staff will respond. The Board may approve the application; ask the event organizer to make changes to the application; reject the application; or convene the Marketing Committee to further consider the application and make a recommendation to the Board. All supplies and materials necessary to complete the presentation by the applicant will be the responsibility of the applicant.

C. Grant Agreement. Notwithstanding approval of an application by the Board, neither the applicant nor any third person shall be entitled to rely upon the advertising support which is the subject of the application until a written Advertising Grant Agreement between the applicant and the CVB shall have been entered incorporating the terms of this policy, and such other terms and conditions as may be appropriate. Among other terms and conditions, the Grant Agreement shall provide that:

1. Nothing in this Policy or in the Grant Agreement shall be construed to make the CVB a partner or joint venture with the applicant, or to create the impression the CVB shall have any control over the planning and conduct of the event itself.
2. Funding shall be contingent upon the applicant obtaining all permits required by law to hold the event and complying with all applicable law in connection with the event.
3. If any material changes occur in the scope (format, audience, attendance, budget, etc) or marketing (content, placement or strategy) of the event, the CVB reserves the right to withdraw its support and financial commitment to the event without recourse against the CVB.
4. All marketing must be approved in writing in advance by the CVB President/CEO or Vice-President of Marketing. All marketing must comply with the CVB's cooperative marketing, logo usage and brand standards. All marketing will be placed or conducted by the applicant, unless agreed otherwise in writing by the CVB and the applicant. All approved marketing will be billed to the applicant who shall present the billing to the CVB President/CEO or Vice-President of Marketing within thirty (30) days after receipt, together with proof satisfactory to the CVB staff that the marketing was made as approved, including by way of example and not limitation, a detailed report of placement dates, run dates, type of placement, tear sheets, proof affidavits with copies of the approved advertisements, tapes, discs, and the like, or equally persuasive proof of the conduct and cost of other forms of marketing. Upon confirmation of placement or conduct and content or form as approved, the CVB will pay the billing directly to the vendor provided the aggregate amount of such

payments does not exceed the approved amount. The CVB reserves the right to refuse payment if the approved placement or conduct has been changed or the approved content or form has been altered or modified in any way. The CVB reserves the right not to pay any marketing cost that has not been pre-approved as to content or form and placement or conduct.

5. Economic Impact Analysis. In addition to the forgoing, in the Grant Agreement the CVB may reserve a specified portion of the financial support provided to the applicant for purpose of conducting an Economic Impact Analysis of the Festival or Event. The research study will be conducted by the CVB's research staff or third-party firm in a method and manner consistent with other CVB's research studies.
6. Subject to Appropriation. If funding in whole or in part is to be provided in any subsequent CVB fiscal year, the Grant agreement shall state that such subsequent funding will be subject to legislative appropriation without recourse against the CVB if funding is not recommended by the TDC or approved by Bay County in the CVB Plan of Work and Budget for that subsequent fiscal year(s).

- D. Funding Procedures for Non-Advertising Support. In those rare cases where the CVB support is approved for some other purpose than direct advertising support, the following conditions apply and be incorporated into the Grant Agreement:
1. Before receiving funds from the CVB, the event sponsor must demonstrate that they have collected a minimum of 75% of the non-ticket/ancillary revenue required to meet the revenue budget outlined in the grant application. To assist the event organizer in securing the sponsorship funds and other financial support to hit this threshold, the CVB issue a letter of support to the event organizer that outlines the CVB's commitment to the event.
 2. If the event organizer fails to achieve the 75% threshold established above, the CVB reserves the right to modify and revoke its support and financial commitment to the event without recourse against the CVB.

III STANDARD OF REVIEW.

The mission of the CVB is to promote a positive image for Panama City Beach, increase tourism, and coordinate the marketing efforts of the local tourism economy. To that end, the CVB maintains an advertising plan for the local tourism industry at large. Within budgeted limits, applications will be evaluated on the extent to which advertising for the Special Event (including but not limited to advertising for which support is requested) will complement the CVB advertising plan, the effect of the Special Event and its advertising upon the image or perception of the Panama City Beach destination, and the potential or proven economic benefit of the Special Event to the community, in particular needed,

incremental room nights. Due to the inherent nature and art of creating and placing effective and consistent advertising, and the subjectivity of image considerations, the CVB's decision whether to expend its limited resources to advertise a particular Special Event will necessarily require subjective and even aesthetic determinations. Accordingly, the CVB reserves the right in its unfettered discretion to grant or deny in whole or in part an application for advertising support for any particular Special Event.

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