

# Duluth Production Incentive Program Application

Updated 6/23



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

## PROGRAM ADMINISTRATOR and CONTACT

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

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

## 1. PRODUCTION TITLE

## 2. PRODUCTION COMPANY (Applicant)

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

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

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

## 4. LOCAL PRODUCTION OFFICE (If Applicable)

Physical Address	City	State	Zip
Contact Person	Phone	Phone	
Email	Phone	Phone	

## 5. TYPE OF PRODUCTION

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

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Description of Project: (Detailed Storyline)	<input type="checkbox"/> Attach Script and Planned Distribution
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## 6. TIMELINE and BUDGET

TIMELINE			
Pre-Production Start Date (in Duluth )	Date		
Estimated Principal Photography Production (in Duluth )	Start Date	End Date	
Estimated Post Production (if in Duluth, MN)	Start Date	End Date	
BUDGET		In Duluth	Total Project
Total Production Budget (Estimated Expenditure) Please Attached Proposed Budget			
PUBLIC FINANCIAL ASSISTANCE			
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Is this proposed production applying for and/or been awarded additional film production public assistance from the State of Minnesota or other sources? If yes, please list sources and amounts (\$): 1. 2. 3.	

## 7. WORKFORCE and HIRES

Production and Post Production (Entire Project)	In Duluth <sup>1</sup>	Total Project
<b>Total Payroll (Wages)</b>		
A. Above-the-Line		
B. Below-the-Line		
<b>Total Number of All Hires</b>		
A. Above-the-Line		
B. Below-the-Line		
<b>Total Number of Days Employed</b>		
A. Above-the-Line		
B. Below-the-Line		
<b>Estimated Number of Pre-Production Days</b>		
<b>Estimated Number of Principal Photography Days</b>		
<b>Estimated Number of Post Production Days</b>		
<small><sup>1</sup>Duluth Film Production Incentive Program rebate could potentially be up to 25% of the total Duluth spend.            Description: Above-the-Line (Screenwriter, producer, director, actors). Below-the-Line (Production crew or team)</small>		
<b>UMFO Internship/Apprenticeship Program:</b> Producer must select 1 apprentice or intern for every 10 employees (minimum of 1) from the UMFO approved internship/apprenticeship list found on <a href="http://www.uppermidwestfilmtv.org">www.uppermidwestfilmtv.org</a> . Paid Internship/Apprentice salaries are considered eligible for reimbursement.		

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

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

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## 9. PERSONNEL (List Key Production Personnel)

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

Executive/Producer(s)	
First Name	First Name
Last Name	Last Name
Email	Email
Phone #	Phone #
Duluth Resident            Yes    No	Duluth Resident            Yes    No
List Two (2) Most Recent Productions (Include Budget-Distribution, if Applicable)	List Two (2) Most Recent Productions (Include Budget-Distribution, if Applicable)
1.	1.
2.	2.
Director(s)	
First Name	First Name
Last Name	Last Name
Email	Email
Phone #	Phone #
Duluth Resident            Yes    No	Duluth Resident            Yes    No
List Two (2) Most Recent Productions (Include Budget-Distribution, if Applicable)	List Two (2) Most Recent Productions (Include Budget-Distribution, if Applicable)
1.	1.
2.	2.
Writer(s)	
First Name	First Name
Last Name	Last Name
Email	Email
Phone #	Phone #
Duluth Resident            Yes    No	Duluth Resident            Yes    No
List Two (2) Most Recent Productions (Include Budget-Distribution, if Applicable)	List Two (2) Most Recent Productions (Include Budget-Distribution, if Applicable)
1.	1.
2.	2.
Line Producer(s)	
First Name	First Name
Last Name	Last Name
Email	Email
Phone #	Phone #
Duluth Resident            Yes    No	Duluth Resident            Yes    No
List Two (2) Most Recent Productions (Include Budget-Distribution, if Applicable)	List Two (2) Most Recent Productions (Include Budget-Distribution, if Applicable)
1.	1.
2.	2.
Unit Production Manager(s)	
First Name	First Name
Last Name	Last Name
Email	Email
Phone #	Phone #
Duluth Resident            Yes    No	Duluth Resident            Yes    No
List Two (2) Most Recent Productions (Include Budget-Distribution, if Applicable)	List Two (2) Most Recent Productions (Include Budget-Distribution, if Applicable)
1.	1.
2.	2.
Production Accountant(s) (or Firm)	

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

## 10. DISCLOSURES

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

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

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

## 11. TERMS AND CONDITIONS

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

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

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

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

shall submit evidence of same to the Duluth Economic Development Authority when requested.

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

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

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

**INDEMNIFICATION CLAUSE:** To the fullest extent permitted by law, the Production Company shall indemnify and hold harmless UMFO, Duluth, and their officers, employees, and agents from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of its

Project and production activities, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, to the extent caused by the negligent acts or omissions of the Production Company, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Contract.

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

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

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

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

#### **OTHER CONDITIONS**

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

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

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

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

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

**NO GUARANTEE OF REIMBURSEMENT:** Submission and/or acceptance of an application or other materials for project certification does not, in any way, guarantee or ensure the Production Company's certification or approval. Furthermore, even if a Project is certified, there is no guarantee that the Production Company will receive a reimbursement or that reimbursement funds will be available for payment to the Production Company.

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

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

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

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

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

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

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

**RIGHT TO REFUSE:** The application process does not guarantee the Production Company's acceptance into the program. The Duluth Economic Development Authority reserves the right to reject or deny

the Production Company's application for any reason whatsoever. Such determination is solely at the discretion of the Duluth Economic Development Authority and all decisions are final and non-negotiable.

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

**CHANGES:** The Duluth Economic Development Authority may change these Terms and Conditions, the eligibility criteria for project certification, and/or the Project Guidelines at any time. All such changes will be immediately binding on the Production Company.

Changes will be posted on the UMFO website: [www.uppermidwestfilmtv.org](http://www.uppermidwestfilmtv.org).

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

## 12. FINAL AGREEMENTS

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

**Authorized Applicant(s) Name** (By filling in, this is your signature)

First Name	Last Name	Date
Title		
First Name	Last Name	Date
Title		
First Name	Last Name	Date
Title		