

EXECUTIVE SUMMARY

Recommendation to fund a 2018 Samantha Brown PBS Travel Show segment and make a finding that this expenditure promotes tourism.

OBJECTIVE: Support a request to fund a segment of the PBS show “Samantha Brown’s Places to Love”

CONSIDERATIONS: The producers of the highly acclaimed PBS travel show starring Samantha Brown have approached us through our PR firm, Lou Hammond and Associates to bring Samantha Brown to our community to film an episode of her PBS Television series. Samantha has a special love for our area because her parents have a home on Marco Island. We feel this show could give us some important exposure in the family market through this program. We have had several conversations with the show producer and they would very much like to come to our area to film an episode in the late spring of 2018. We did not include this promotion in our marketing plan for 2018 because we were not aware it would be available. So, we are requesting TDC support so that we can bring this show here in the spring. The cost to bring the crew here is \$49,500 including travel and meals for Samantha and the entire crew. A draft agreement is attached for review of the terms and conditions.

FISCAL IMPACT: \$49,500 is available in Fund 184 in the promotions line in the FY 18 BCC approved Tourism Division budget.

GROWTH MANAGEMENT IMPACT: There is no impact to the Growth Management Plan with this Executive Summary

LEGAL CONSIDERATIONS: This item will be reviewed for legal sufficiency prior to the November 27, 2017 meeting.

RECOMMENDATION: Recommendation to fund a 2018 Samantha Brown PBS Travel Show segment up to \$49,500 and make a finding that this expenditure promotes tourism.

Prepared by: Jack Wert, Tourism Director

Attachments:

- (1) Draft agreement with Samantha Brown Media



samantha brown media

Agreement made November 22, 2017 between **SAMANTHA BROWN MEDIA INC.** with principal address at 285 5th Avenue, Suite 428, Brooklyn, NY 11215 USA (hereinafter referred to as "PRODUCER") furnishing the services of SAMANTHA BROWN (hereinafter referred to as "Samantha Brown" or "ARTIST") in connection with **SAMANTHA BROWN'S PLACES TO LOVE** (hereinafter referred to as "SHOW") and **NAPLES, MARCO ISLAND, EVERGLADES CONVENTION & VISITORS BUREAU** with principal address at 2660 Horseshoe Drive N. #105, Naples, FL 34104 (hereinafter referred to as "PURCHASER")

RECITALS:

The PRODUCER has selected **FLORIDA'S PARADISE COAST** (DESTINATION) to be featured in SHOW, the filming of which is estimated to begin in **April or May, 2018**.

PRODUCER's show will be edited by PRODUCER to an approximate 26 minute episode and distributed nationally in USA by public television with expected air date to be Q1, 2019. SHOW will be actively marketed internationally through distribution agreements.

PRODUCER hereby offers to PURCHASER the marketing services described herein for the consideration described hereafter, subject to the terms and conditions herein.

It is mutually agreed between the parties as follows:

SERVICES: PURCHASER hereby purchases the marketing services as follows:

1. An edited "sizzle" video of 30 seconds. PURCHASER may use this material for marketing purposes on their own digital platforms but NOT any external commercial or advertising activities (including print/television/radio/digital advertising campaigns).
2. Website Content via www.samantha-brown.com. Website will feature dedicated SHOW web-page about DESTINATION and will link to all activities featured in SHOW at DESTINATION.
 - a. PURCHASER will have option to place ad on page related to DESTINATION
 - b. PURCHASER will have option to provide additional content related to DESTINATION
 - c. PURCHASER hereby represents and warrants that any information it provides pursuant to this subparagraph 3b. shall not be violative of any intellectual property rights of third parties.
 - d. PRODUCER retains complete approval authority over the content of any ad or additional content provided by PURCHASER.
 - e. PRODUCER shall use commercially available best efforts to publish on the aforesaid website PURCHASER's ad and additional content for at least one (1) year from the date of the airing of SHOW.

3. Social Media engagement and promotion (i.e. Facebook, Twitter, Instagram)
 - a. PRODUCER will create social media posts about SHOW at DESTINATION on PRODUCER's social media properties
 - b. PRODUCER will "tag" any content related to DESTINATION with PURCHASER's provided hashtags or links
4. During the week the SHOW about DESTINATION airs, PRODUCER will create and publish newsletter content about DESTINATION to ARTIST's e-Newsletter audience.
 - a. PRODUCER retains complete approval authority over the content of any newsletter content.
5. PRODUCER will provide PURCHASER with final edited copy of SHOW for PURCHASER's own internal purposes (NOT for re-broadcast or any other public uses)

PAYMENTS: PURCHASER shall pay PRODUCER for the aforementioned marketing services, the following:

1. **COMPENSATION:** PURCHASER agrees to compensate PRODUCER for the marketing services set forth above the amount of \$49,750.00 USD which shall be paid directly to PRODUCER.

Payment Terms:

Initial payment in the amount of US\$25,000 due after delivery of pre-scout planning documentation to PURCHASER

Final payment in the amount of US\$24,750 due after scouting visit and delivery of scout report/filming plan to PURCHASER

2. **TRAVEL SUPPORT:** PURCHASER shall pay PRODUCER'S cost of travel support consisting of the following:
 - a. 7 rooms for up to 5 nights at first class hotel nearby to DESTINATION. Hotel will be approved by PRODUCER
 - b. One hotel room for PRODUCER for up to 4 nights for pre-production purposes
3. **LOCAL SUPPORT SERVICES:** PURCHASER shall pay PRODUCER local support services as follows:
 - a. Filming Permit or location fees at DESTINATION (if required)

CANCELLATION

Both parties agree that if either party cancels before January 1, 2018 (for any reason), any monies paid to PRODUCER will be returned to PURCHASER and there will be no further obligations to either party.

GENERAL TERMS AND CONDITIONS:

1. In the event PURCHASER fails or refuses to provide any of the items as herein stated, or fails or refuses to make any of the payments as provided herein or to proceed with the ENGAGEMENT, PRODUCER shall have no obligation to perform this agreement and shall retain any amounts theretofore paid to PRODUCER and PURCHASER shall remain liable to PRODUCER for the full balance of the contract price herein set forth.
2. PRODUCER'S obligations hereunder are subject to detention or prevention by sickness, inability to perform, accident, means of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, any act of any public authority or any other cause, similar or dissimilar, beyond PRODUCER'S control (collectively "Force Majeure"). In the event of illness, disability or death of key crew member (or of any of immediate family members), strike, law, Act of God, governmental regulation or other Force Majeure occurrence, and PRODUCER is unable or is prevented from filming, or complete filming of, the SHOW, PURCHASER agrees to a commercially reasonable extension of time for PRODUCER to reschedule the filming of the SHOW after the Force Majeure occurrence has been eliminated, resolved or accommodated, as the case may be. Nothing herein shall be interpreted as extending the time for performance of PURCHASER's obligations hereunder, inclusive of payment obligations.
3. PURCHASER shall not itself, nor shall it permit or authorize others (including, without limitation, PURCHASER employees, representatives or contractors) to record, broadcast, televise, film, webcast, or otherwise the filming of the SHOW (or any part thereof) and/or PRODUCER'S personnel at any time during the ENGAGEMENT.
4. PURCHASER shall not commit PRODUCER or ARTIST to any interviews, promotional appearances, meet & greets, or otherwise without PRODUCER'S prior, written consent, which shall be given or withheld in PRODUCER'S sole discretion.
5. ARTIST'S and/or PRODUCER'S name, voice, logo and/or likeness may not be used as an endorsement of any product or service in connection with any commercial tie-up without PRODUCER'S prior written consent.
6. PRODUCER shall have the exclusive control over the means and methods employed in fulfilling PRODUCER'S obligations hereunder, in all respects and in all details. This agreement shall not, in any way, be construed so as to create a partnership, sponsorship or underwriting by PURCHASER of SHOW, or any other kind of joint undertaking or venture between the parties hereto.
7. PURCHASER hereby indemnifies and holds PRODUCER, ARTIST, as well as their respective agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage or expense, including reasonable attorney's fee, incurred or suffered by or threatened against PRODUCER or ARTIST or any of the foregoing in connection with or as a result of (a) PURCHASER'S negligence, act(s) or omissions(s) or breach of this contract or (b) any claim for personal injury or property damage or otherwise brought on by or on behalf of any third party person, firm or corporation as a result of or in connection with the ENGAGEMENT, which claim does not result from the active and willful negligence of the PRODUCER or ARTIST.
8. This (and any attachments hereto) constitutes the sole, complete and binding agreement between the parties hereto, and may not be amended, supplemented, altered or discharged except by instrument in writing signed by the parties. If any part of this Agreement is determined to be void, invalid or unenforceable, such invalid or void portion shall be deemed to be separate and severable from the other portions of this Agreement, and the other portions shall be given full force and effect, as though the void and invalid portions or provisions were never a part of this Agreement. This Agreement is not binding upon PRODUCER until executed and delivered by PRODUCER or his designee to PURCHASER. The validity, construction and effect of the agreement shall be governed by the Laws of the state of New York, regardless of the place of the ENGAGEMENT.
9. The parties hereto covenant and represent that they have full authority to enter into this agreement, that the person signing this agreement has full and complete authority by their respective party to enter into this agreement and that no other rights or obligations of the parties prohibit them from entering into and fulfilling their obligations under this agreement.
10. PRODUCER will retain editorial control of all content of the broadcast programming and any other content created about DESTINATION by PRODUCER. All content created will be solely owned by PRODUCER (with the exception of b-roll that will be provided to PURCHASER).

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written.

By: _____
Naples, Marco Island and Everglades CVB

Name: _____

Title: _____

By: _____
Samantha Brown Media Inc.
Kevin O'Leary
President