

The MN Iron Range Film & TV Production Incentive Guidelines

The MN Iron Range Film & TV Production Incentive exists to help develop and maintain a strong production industry presence that will contribute substantially to the economy in the Iron Range service area in northeastern Minnesota. Twenty percent (20%) of eligible expenses that originate within the Iron Range service area will be considered for reimbursement after economic activity has occurred and all financial obligations have been paid and verified.

Submission of an application and/or certification of a project does not in any way guarantee reimbursement or that reimbursement funds will be available. All funding assistance provided to productions through this program will be at the sole discretion of MN Film & TV. All applicants and subsequent certified productions are subject to these guidelines and criteria which are non-negotiable.

Program Requirements:

- Application must be complete and submitted no earlier than 90 days prior to the start of principal photography. No project or expenditures are eligible for reimbursement until production receives a certification letter from MN Film & TV. **Allow 2 weeks for certification.**
- The minimum eligible spend in Iron Range service area (see map) is \$20,000.
- Applicant must provide documentation that financing of a minimum of 50% of total budget is available to the Production Company in verified funds (signed bank letter) at the time of the submission of the application.
- Applicant must meet with MN Film & TV prior to the start of production to discuss processing procedures. Key people who will be preparing expenditure report must attend.
- Projects with budgets that exceed \$1 million must submit a review of expenditures by a Minnesota CPA approved by MN Film & TV, (MN Film & TV will provide details).
- The Production Company must submit daily call sheets (feature films) to MN Film & TV.
- The Production Company must submit a final crew list upon completion of production.
- The Production Company must submit expenditure report in the format specified by MN Film & TV with all requested documentation by deadline stated in certification letter.
- All versions of the funded works must display a MN Film & TV and IRRR screen credit/logo in the customary manner.
- The Production Company must deliver to MN Film & TV 2-3 production stills cleared for use by MN Film & TV.

Projects Eligible for Reimbursement:

- Feature Films (40 minute minimum per Academy of Motion Picture Arts and Sciences)
- Documentaries
- Television Programs, Series, or Episodes
- Commercials
- Internet (scripted or documentary only)

The professional history, experience and reputation of the applicant and key players in decision making roles in the project will be taken into consideration in regards to program eligibility. This includes issues relating to:

- Unpaid financial obligations
- Cast, crew or supplier mistreatment
- Unrepaired damage to locations
- Fraud, misrepresentation, or violations of law

Feature films with budgets at or above \$1M will be given preference if a union contract/memorandum is in place.

Loss of Eligibility or Disqualification may occur if:

- The production entity falls out of good standing with the Secretary of State in the state where the entity is formed/incorporated.
- Production is delayed or suspended, funding is lost, or the production will no longer take place in the Iron Range service area.

- There is evidence the production will not occur.
- There is evidence the production or key personnel is engaged in fraudulent or unlawful behavior.
- Production has not fulfilled financial obligations to personnel, vendors or goods and services.
- Production no longer meets eligibility requirements (i.e. minimum spend).
- Production fails to meet Expenditure Report submission deadlines and requirements. Extensions may be granted on a case by case basis.
- Production is ineligible for some other reason.

A certified project that loses eligibility or is disqualified due to production delays or loss of funding may reapply by completing and submitting a new application with new attachments, assuming Minnesota principal photography has not yet begun and program funds are still available.

Other:

Reimbursement is limited to one grant per production company for a single production.

Application Requirements:

- Application form
- Proof of verified funds equal to a minimum of 50% of total budget (signed bank letter)
- Certificate of Good Standing
- IRS W9 Form
- Total production budget with Iron Range expenses noted
- Complete script or treatment
- List of key personnel/professional experience
- Copy of signed Terms and Conditions
- Copy of signed production services agreement for applicants hiring a local production company to produce their project
- Copy of signed union contract or memorandum for feature films with budget at or above \$1M (optional)
- Notarized Affidavit to accompany project application

Program applications that do not include all the required attachments above, or contain documents that are not fully completed, will be returned to the applicant without further review.

Eligible Expenses are those with receipts from a business located in the Iron Range Service Area (including but not limited to):

- Personnel, talent fees and per diems of service area residents only
- Lodging
- Food and catering (excluding alcohol). Itemized receipts are required.
- Transportation (limited to fuel and rentals)
- Short term production office rental (for length of certified project only), office equipment rental and office supplies
- Sets, props, wardrobe purchases
- Location expenses

Expenses not eligible for reimbursement (including but not limited to):

- Purchases sourced outside the Iron Range service area
- Airfare
- Alcohol and tobacco even if purchased as a prop
- Permanent office space and related utilities (internet, electricity, phones, etc.)
- Online purchases
- Capital equipment purchases
- Wrap parties, gifts, recreation and entertainment
- Festival submission fees and/or marketing fees and related costs
- Expenses relating to illegal activities including but not limited to tickets issued for parking or moving violations, towing fees, etc.

- Damages due to accidents, loss or theft
- Unpaid invoices

Categories of production not eligible for reimbursement include:

- Projects where principal photography has begun prior to certification from MN Film & TV
- News, current events, public programming, or programs that include weather or market reports
- Talk shows
- Sports event or sports activity
- Production with respect to a questionnaire or contest
- Gala presentation or awards show
- Finished production that solicits funds
- Home shopping programming
- Local or regional television programming
- Political issue/advocacy ads
- Branded content
- Student Films
- Production for which the Production Company is required under United States Code Title 18, section 2257, to maintain records with respect to a performer portrayed in a single-media or multimedia program

All submitted information is subject to public disclosure per MN Statutes Chapter 13

Application and materials may mailed, shipped or emailed to:

MN Film & TV

Attn: Jill Johansen, Incentives Specialist

401 North 3rd Street #245

Minneapolis, MN 55401

jill@mnfilmtv.org

612-767-0095

THE MN IRON RANGE FILM & TV PRODUCTION INCENTIVE TERMS AND CONDITIONS

These Terms and Conditions constitute a legally binding agreement between the undersigned Production Company (“you” or “your”) and Minnesota Film & TV (“MN Film & TV” “we” or “us”).

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 certification or approval by us. Furthermore, even if a Project is certified, there is no guarantee that you will receive a reimbursement or that reimbursement funds will be available for payment to you.

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 MN Film & TV from time to time, in its sole determination. A copy of the Program Guidelines is attached hereto and made a part hereof.

LIMITATION OF LIABILITY

In no event will MN Film & TV, its officers, directors or 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

You represent and warrant: (1) that all information provided in or with your 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 you will provide MN Film & TV with prompt written notice if any past statement is no longer true and accurate; (3) that you have the authority to bind the entity on whose behalf you are signing and that entity is validly formed and in good standing; (4) that the project which is subject to your application (the “Project”) is a bona fide feature film, television or Internet program, documentary, or commercial and qualifies under the Program Guidelines; and (5) you have 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

On a separate piece of paper attached hereto and made a part hereof, the Production Company or any of the principals or owners of the Production Company owning more than 2% ownership interest (the “Subject Parties”) must disclose details of their involvement in: a) Any and all filings for bankruptcy protection or protection from creditors; b) Any and all litigation, pending and threatened litigation involving a Subject Party that has or might result in monetary judgment or monetary settlement against the Subject Party or a claim of any nature against the Project; and/or c) Any and all 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. Upon MN Film & TV’s review of the information provided, MN Film & TV may determine in its sole discretion that the applicant is not eligible for reimbursement funds.

INDEMNIFICATION

You agree to indemnify, defend and hold MN Film & TV and its officers, directors or employees and agents, harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys’ fees) resulting from any and all claims, demands, suits, orders, judgments, liabilities and any and all losses, actions or proceedings for any and all injuries, damages or losses sustained or claimed to have been sustained by any person or entity which arise directly or indirectly, out of a breach or alleged breach of any of your representations, warranties and agreements under this Agreement, including without limitation any arising from false statements or information provided by you. You are aware that the submission of any false information or omission of any pertinent information resulting in the false representation of a material fact may subject you to civil and/or criminal penalties, and you agree in the event of a material breach of this Agreement, in addition to any other remedies available to MN Film & TV at law or in equity, you will immediately repay any and all reimbursements you have received in full.

WAIVER OF CONFIDENTIALITY

All information and materials submitted to MN Film & TV are non-confidential and may be disclosed to third parties by MN Film & TV and may become public. You hereby waive and release MN Film & TV from any claim or obligation relating to the confidentiality or alleged trade secret nature of any materials or information you submit to MN Film & TV. All submitted information is subject to public disclosure per MN Statutes Chapter 13.

RIGHT TO REFUSE

The MN Film & TV application process does not guarantee acceptance for the applicant(s). MN Film & TV reserves the right to refuse any Project's application for any reason whatsoever. Such determination is solely at the discretion of MN Film & TV and all decisions are final and non-negotiable.

NO RETURN OF MATERIALS

Your application and all materials and information submitted with it will become the property of MN Film & TV and will not be returned to you.

GOVERNING LAW

The laws of the State of Minnesota govern this Agreement and any dispute you may have with MN Film & TV, without reference to its laws regarding choice-of-law. You agree that the only proper jurisdiction and venue for any dispute with MN Film & TV is in the State of Minnesota. You further agree and consent to the exercise of personal jurisdiction in these courts in connection with any dispute involving MN Film & TV or its officers, directors or employees.

SEVERABILITY

If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, such provision or clause is to that extent to be deemed omitted, and the balance of the terms of this Agreement will remain enforceable. MN Film & TV's failure to act with respect to any failure by you or others to comply with this Agreement does not waive MN Film & TV's right to act with respect to similar or subsequent failures.

CHANGES

MN Film & TV may change the terms of this Agreement and/or the eligibility criteria for project certification and the Project Guidelines at any time. All such changes will be immediately binding on you. Changes will be posted on MN Film & TV's website www.mnfilmtv.org.

ARBITRATION

Regarding any claim or dispute brought in connection with this Agreement, MN Film & TV will have the exclusive right to resolve such claim or dispute through binding arbitration held in Minneapolis, Minnesota and governed by the rules of the American Arbitration Association applying the laws of the State of Minnesota.

ASSIGNMENT

You will not have the right to assign this Agreement or any of your/the Production Company's obligations and agreements herein without the written approval of the MN Film & TV, in its sole discretion.

Indicated your acceptance of the above terms by signing where indicated below.

The Production Company:

By: _____
Print Name of Person Signing: _____
Print Title of Person Signing: _____
Date: _____