



## MN PRODUCTION REBATE APPLICATION

ASSIGNED BY MNFILMTV

ENTITY#	PROJECT #	QUEUE #

PRODUCTION TITLE

PRODUCTION COMPANY NAME/ENTITY TYPE eg. INC., LLC, LP, LLP, LLLP

NAME OF PRODUCTION COMPANY AUTHORIZED REPRESENTATIVE/DESIGNATED PAYEE

List proper legal names for all entities or individuals who own an interest greater than 2% in the production company (use separate sheet if necessary)

PRODUCTION COMPANY ADDRESS

PHONE

EMAIL

YEAR COMPANY FORMED

STATE IN WHICH COMPANY IS ORGANIZED

☐ IN GOOD STANDING

☐ PROOF OF GOOD STANDING ATTACHED

FEDERAL TAX ID #

MN TAX ID#

OTHER STATE TAX ID #

TYPE OF PROJECT

☐ Feature Film

☐ TV Pilot

☐ Post Only- Incl. Agency & Advertiser Contact

☐ Documentary

☐ TV/Internet Commercial-  
Incl. Agency & Advertiser Contact

☐ Music Video

☐ National Television/Internet

TOTAL BUDGET (All Expenditures for MN and Non MN-incl. all PAYROLL)

TOTAL MINNESOTA EXPENDITURES (Incl. MN PAYROLL)

MINNESOTA HIRES (denote on attached budget)

Workers will be appropriately classified as "employees" or  
"independent contractors" based on applicable IRS regulations  
and Minnesota statutes YES ☐ NO

Total # MN Residents to be Hired

TOTAL PAYROLL/WAGES (MN and Non MN)

TOTAL PAYROLL/WAGES MN ONLY

NAME OF PAYROLL COMPANY

Of the total above, how many MN Residents are:

classified as **Employees**

classified as **Independent Contractors**

How many MN Residents are Key  
Personnel (prod, dir, line prod, UPM)

Of those MN Key Personnel, how many  
are minorities, women, veterans or  
persons with disabilities

☐ WRITTEN CODE OF CONDUCT or NON-DISCRIMINATION/NON-HARASSMENT POLICY IN PLACE

☐ WRITTEN CODE OF CONDUCT or NON-DISCRIMINATION/NON-HARASSMENT POLICY ATTACHED

**MN SHOOT START DATE**

**MN SHOOT END DATE**

**TOTAL MN SHOOT DAYS**

**NON MN SHOOT START DATE**

**NON MN SHOOT END DATE**

**TOTAL NON MN SHOOT DAYS**

**MN EDIT START DATE**

**MN EDIT END DATE**

**TOTAL MN EDIT DAYS**

**NON MN EDIT START DATE**

**NON MN EDIT END DATE**

**TOTAL NON MN EDIT DAYS**

**KEY LOCATIONS:** Please list. Include any recognizable or identifiable MN attractions. Attach separate sheet if needed.

☐ **DISTRIBUTION DEAL IN PLACE**

**DISTRIBUTION DEAL ATTACHED**

**PROJECT LOG LINE:** Please provide a brief summary (one or two sentences) of the project.

## DISCLOSURES

**Has the production company, any of the principals or owners of the Production Company owning more than 2% ownership interest (the "Subject Parties"), or key personnel had any involvement in:**

-Any filings for bankruptcy protection or protection from creditors

YES

NO

-Any 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

YES

NO

-Any 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

YES

NO

Legal Agreement. In consideration of MN Film & TV's review of Production Company's Application for MN Production Rebate Certification, the receipt and sufficiency of which the parties hereby acknowledge, 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 it will immediately notify MN Film & TV if any of the information changes; (2) Production Company has received, and understands and agrees to, the Terms and Conditions, which are subject to change by MN Film & TV at any time; (3) it satisfies all applicable criteria and standards of eligibility in the MN Production Rebate Program Guidelines; (4) any final award of a reimbursement is subject to the full and successful completion by it of the reimbursement application process and the availability of funds to MN Film & TV to make the reimbursement; (5) the final disbursement of funds is at the sole discretion of MN Film & TV; (6) all Reimbursement funds are considered taxable income; and (7) it has received and understands the Expenditure Submission Instructions.

**ALL REBATE APPLICATION AND EXPENDITURE MATERIALS ARE SUBJECT TO PUBLIC DISCLOSURE (MN STATUTES CHAPTER 13).**

**Based on information provided in this application and/or past participation in this program, additional restrictions and requirements may be imposed on certain projects based on risk factors.**

☐ **ALL REQUIRED ATTACHMENTS ARE INCLUDED** (including disclosures if applicable)

**Only complete applications will be reviewed.**

**Commercial Productions Only:**

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE NAME (PRINT)

\_\_\_\_\_  
AGENCY CONTACT NAME AND EMAIL

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
ADVERTISER (CLIENT) CONTACT NAME AND EMAIL

Applications for the MN Production Rebate are due no later than 5:00 p.m. on the following schedule. Applicants will be notified of their status within 10 business days:

Wed. 1/19/22  
Wed. 2/16/22  
Wed. 3/16/22

Wed. 4/20/22  
Wed. 5/18/22  
Wed. 6/15/22



# MN PRODUCTION REBATE

## **APPLICATION CHECKLIST:**

Forms available at <http://www.mnfilmtv.org/incentives/mnproductionrebate>

Only complete applications will be reviewed

### **ALL PRODUCTIONS**

- ☐ Rebate application
- ☐ Signed copy of terms and conditions
- ☐ Certificate of Good Standing or state equivalent-available from the Office of the Secretary of State (MN Film & TV reserves the right to request an updated Certificate of Good Standing at any time)
- ☐ IRS W9 form
- ☐ Notarized project certification affidavit stating project meets eligibility requirements for reimbursement
- ☐ Budget – denote MN expenses and MN hires
- ☐ Script, storyboard, synopsis or treatment
- ☐ Copy of non-discrimination/non-harassment policy

### **FEATURE FILM (40 minute minimum per Academy of Motion Picture Arts and Sciences)**

- ☐ Proof of funding (signed bank letter, completion bond or equivalent stating 50% of total budget is available in verified funds)
- ☐ List of key locations/identifiable MN attractions
- ☐ Key personnel form and resume or equivalent of key personnel if applicable
- ☐ Distribution deal if applicable
- ☐ The required items listed in “all productions”

### **DOCUMENTARY**

- ☐ Proof of funding (signed bank letter, completion bond or equivalent stating 50% of total budget is available in verified funds)
- ☐ List of key locations/identifiable MN attractions
- ☐ Distribution deal if applicable
- ☐ The required items listed in “all productions”

### **MUSIC VIDEOS**

- ☐ Proof of funding (signed bank letter, completion bond or equivalent stating 50% of total budget is available in verified funds)
- ☐ The required items listed in “all productions”

### **NATIONAL TELEVISION OR INTERNET: PROGRAM, SERIES or EPISODE)**

- ☐ Proof of funding (signed bank letter stating 50% of total budget is available in verified funds) OR production, development, syndication contract or letter of intent from commissioning broadcast or online network. Fully executed contract required before reimbursement funds are released.
- ☐ List of key locations/identifiable MN attractions
- ☐ Network contract (or distribution deal if applicable)
- ☐ The required items listed in “all productions”

### **TELEVISION: PILOT (must be intended for national exhibition and reasonable commercial exploitation)**

- ☐ Proof of funding (signed bank letter stating 50% of total budget is available in verified funds) OR production, development, syndication contract or letter of intent from commissioning broadcast or online network. Fully executed contract required before reimbursement funds are released.
- ☐ List of key locations/identifiable MN attractions
- ☐ The required items listed in “all productions”

### **TV OR INTERNET COMMERCIALS**

- ☐ Copy of contract or bid
- ☐ Agency and advertiser (client) contact name and email
- ☐ The required items listed in “all productions”

### **POST PRODUCTION (must fit into one of the above categories)**

- ☐ Agency and advertiser (client) contact name and email
- ☐ The required items listed in “all productions”

**Minnesota Production Rebate**  
**KEY PERSONNEL ASSOCIATED WITH THIS PRODUCTION**  
(attach resume and additional sheets as needed)

**PRODUCER(S):**

MN Resident?          Yes          No

PHONE:

EMAIL:

Resume Attached

List three most recent past productions, including budget amount and distribution.

**DIRECTOR(S):**

MN Resident?          Yes          No

PHONE:

EMAIL:

Resume Attached

List three most recent past productions, including budget amount and distribution.

**LINE PRODUCER(S):**

MN Resident?          Yes          No

PHONE:

EMAIL:

Resume Attached

List three most recent past productions, including budget amount and distribution.

**UNIT PRODUCTION MANAGER:**

MN Resident?          Yes          No

PHONE:

EMAIL:

Resume Attached

List three most recent past productions, including budget amount and distribution.

## AFFIDAVIT TO ACCOMPANY MN PRODUCTION REBATE PROJECT CERTIFICATION

I, \_\_\_\_\_ being duly sworn, hereby state as follows on behalf of the Production Company named below:

1. Affiant is an employee and/or owner of the Production Company named \_\_\_\_\_ (List Full Legal Name of the Production Company). My title is \_\_\_\_\_, and I am authorized to execute this Affidavit on behalf of the Production Company.

2. Affiant has read and understands the attached document titled "MN Production Rebate Program Guidelines" including the section titled "Eligibility requirements for MN Production Rebate reimbursement by production category." On behalf of the Production Company, I represent and affirm that the specific project for which the Production Company is seeking Project Certification meets all of the applicable "Eligibility requirements for MN Production Rebate reimbursement by production category."

3. On behalf of the Production Company, affiant acknowledges and understands that all MN Production Rebate Reimbursement funds received by Production Company are considered taxable income and must be treated accordingly.

\_\_\_\_\_  
Affiant

STATE OF [NAME]                    )  
  ) ss.  
COUNTY OF [NAME]                )

Signed, sworn to, and acknowledged before me by \_\_\_\_\_, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Stamp or Seal

\_\_\_\_\_  
Signature of Notary Public

## **MN PRODUCTION REBATE 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](http://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.

Indicate 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: \_\_\_\_\_