

AGENDA
SPECIAL MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, ILLINOIS
7:00 P.M.
WEDNESDAY, APRIL 21, 2021
FREEDOM HALL, 349 W. BIRCHWOOD, MORTON, ILLINOIS

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE TO THE FLAG**
- IV. PUBLIC COMMENT**
- V. RESOLUTION 28-21 - A RESOLUTION AUTHORIZING TOURISM GRANT AGREEMENT WITH GEMELLI FILMS INCORPORATED**
- VI. ADJOURNMENT**

RESOLUTION NO. 28-21

**RESOLUTION AUTHORIZING AGREEMENT WITH
GEMELLI FILMS INCORPORATED**

WHEREAS, Gemelli Films Incorporated is desirous of producing and releasing a film set in Morton, Illinois entitled “Baking Up Love”; and

WHEREAS, the proposed film will portray Morton Illinois in a positive light, and will include product placement and scenery from within the Village of Morton; and

WHEREAS, Gemelli Films Incorporated has offered to film the film within the Village of Morton and hire vendors, cast and or crew members residing or doing business within the Village of Morton

WHEREAS, the production of the film within the Village of Morton is likely to generate substantial economic benefit within the Village, including attracting overnight guests to local lodging within the Village of Morton; and

WHEREAS, the Village desires to enter into an Agreement with Gemelli Films Incorporated.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, Tazewell County, Illinois, as follows:

1. That the Agreement with Gemelli Films Incorporated, in the form and substance as attached to this Resolution, is approved
2. That he President of the Board of Trustees is authorized to execute same on behalf of the Village of Morton.

BE IT FURTHER RESOLVED that this resolution shall be in full force and effect upon its passage and approval.

PASSED AND APPROVED at a regular meeting of the President and Board of Trustees of the Village of Morton, Tazewell County, Illinois, this _____ day of _____, 2021; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2021.

President

ATTEST:

Village Clerk

THIS AGREEMENT is made as of the 19th of April, 2021

BETWEEN (1) Gemelli Films Incorporated (“Production Company”)

(2) Village of Morton (“Village”)

WHEREAS

(A) Production Company intends but to produce the feature film “Baking Up Love” (“Film”) in May of 2021.

(B) Village is prepared to provide the amount of \$75,000 (“Film Fund”) to Production Company.

DEFINITIONS:

“Gross Receipts”: 100% of all cash monies received by Production Company or such third party sales agent or distributor appointed by Production Company from the exploitation of the Film in any and all media throughout the Territory.

“Territory”: The World.

“Net Receipts”: 100% of all cash monies received by Production Company after deducting from Gross Receipts the residuals, re use fees, royalties and the like payable in the connection with the exploitation of the film, the sales and distribution costs fees commissions and expenses in connection with the exploitation of the films.

TERMS:

1. The Village hereby agrees to provide \$75,000 to Production Company. Payment will be made within three (3) days of the execution of this agreement. Hereinafter this payment shall be referred to as “film fund.”

2. The purpose of film fund is solely for the pre-production, production, post-production and marketing of the Film as produced by Production Company.

3. In consideration of the Village providing the film fund to the Production Company subject to the terms and conditions of this agreement:

3.1. Film will be set in Morton, Illinois. Morton will be portrayed in a positive light throughout the film.

3.2. Film will be filmed throughout Morton, Illinois in locations discussed and agreed upon with the Morton Mayor, Trustees and/or Chamber of Commerce.

3.3. The Village shall receive 10% (ten percent) of the net profits of the Film in perpetuity.

3.4 The Production Company will hire vendors, cast and/or crew members residing and/or doing business in Morton, Illinois. The Production Company shall undertake bests efforts to obtain all lodging necessary in connection with the pre-production, post-production and

marketing of the Film occurring in Morton Illinois from lodging vendors located within the Village of Morton.

3.5 Twenty-five percent (25%) of all fees collected for product placement and business integration with agreements dated from April 19th, 2021 forward for the Film will be paid to Morton for the purpose of funding the Film premiere to be held in Morton in August, 2021.

3.6 An irrevocable perpetual public performance license for the film is hereby granted allowing the Village of Morton to publicly perform and exhibit the film within the corporate limits of the Village of Morton from time to time at no fee or cost to the Village of Morton. This license does not include online or digital distribution, theatrical distribution, or televised or broadcast use of the film.

4. The Production Company shall be entitled to make all such deductions or withholdings as it is required to make under law.

5. The Production Company shall undertake all exploitation of the Film on an arms-length basis and at the best price reasonably obtainable and shall obtain irrevocable authorities from any sales agent, licensee or sub-distributor that all sums received from the exploitation of the Film shall be paid into the Production Account and the Production Company shall at its sole option appoint a sales agent or such other party as the Production Company shall determine in its discretion to sell and/or distribute the Film on its behalf and all such third parties shall be obliged to pay all Gross Receipts into the Production Account.

6. The Production Company warrants and represents to the Village:

6.1. The Production Company has full power and authority to execute and perform this agreement;

6.2. The Budgets are a comprehensive informed and bona fide estimate of all expenditure likely to be incurred in the course of production of the Film;

6.3. Nothing will be included in the Film in breach of any contract or confidence nor will the Film be defamatory;

6.4. The scripts are original and does not infringe any copyright or other rights of any person firm or company;

6.5. There is no litigation pending or threatened against or relating to Screenplays and/or Films;

7. Governing Law and Jurisdiction

This agreement shall be governed by and construed accordingly to the laws of New York State and the parties hereto hereby submit to the non-exclusive jurisdiction of the Courts of New York State.

9. Entire Agreement

This Agreement and the agreements and other documents referred to herein set out the entire understanding of the parties hereto relating to the Film and supersede (to the extent of any conflict only) all previous arrangements, understandings and agreements relating to the Film and none of such agreements may as between the parties hereto be cancelled or varied except by a further written agreement by all the parties hereto.

10. Severability

If any of the provisions of this Agreement becomes invalid illegal or unenforceable in any respect under nay law or for any other reason whatsoever the validity legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

11. Relationship

Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between any of the parties hereto and nothing shall create or be deemed to create a relationship of principal and agent between any of the parties hereto.

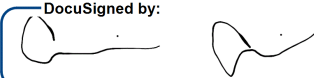
12. Power and Authority

Each party hereto hereby represents and warrants for itself only:

12.1. That it has all necessary power and has taken all action necessary to make this Agreement upon its execution the valid binding and enforceable obligation of such party; and

12.2. That no consent waiver or approval of any third party is necessary to its entering into and performing this Agreement or consummating the transactions contemplated herein.

SIGNED by, for and on behalf of

DocuSigned by:

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4/20/2021

Candice Cain
President, Gemelli Films Incorporated
12 Andiron Lane
Brookhaven, NY 11719

Date

SIGNED by
Village of Morton

BY: _____
Jeffrey Kaufman, Mayor
Village of Morton
120 North Main Street
PO Box 28
Morton, Illinois 61550

Date