

Eilat Municipal Tourism Corporation Ltd.(Public Benefit Company)

2023 Tourism Promotion Event Support Procedure

The following procedure applies to requests to support events scheduled for 2023

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PART A – EVENT SUPPORT PROCEDURE

A. Background and Policy Overview

- 1. The Eilat Municipal Tourism Corporation (hereinafter: "Corporation") is committed to supporting a variety of cultural, sporting and leisure events, exhibitions and festivals that promote tourism to Eilat, thereby enabling the general public and residents of the city the opportunity to enjoy such activities, while strengthening and supporting the city of Eilat as a leading and major tourism destination for festivals, culture, and sporting events. In order to achieve this objective, the Corporation allocates a budget in accordance with this procedure, for grants intended for entrepreneurs and event organizers who plan to hold their events in the Eilat region.
- 2. As outlined below, the event support procedure describes the manner in which event support requests are handled, the criteria on which they are assessed and evaluated, and the procedure for submitting support requests.
- 3. The procedure is accompanied by an event support committee on behalf of the Corporation (hereinafter: "Committee"), in addition to other professional elements, as required.
- 4. The event support grant includes financial support with monetary value, such as marketing and promotion of the event, provision of municipal services, and allocation of areas for the benefit of the event.

B. Definitions & Thresholds

- 5. "Event" An event, for the purposes of the support procedure, is defined as an event that has the potential to attract and increase tourism in sectors such as music, art, culture, sports, or cuisine (food and beverages), provided that such event meets all of the following threshold criteria:
 - 5.1 The event will be hosted in the city of Eilat.
 - 5.2 The event will be free and open to all, regardless of whether they have paid for admission to the Event.
 - 5.3 A minimum of two days duration will be required for the event.
 - 5.4 The event is expected to attract at least 1,000 participants.
 - 5.5 The Event is advertised in at least two languages (**English and Hebrew**) in all marketing materials and in the event itself, including all branding materials, such as signs and menus.

- 5.6 There are **no** restrictions on admission to the Event based on sector, gender, group, client, or organizational membership.
- 5.7 Participation in this event is not contingent on the purchase of accommodation and/or airfare.
- 5.8 Insofar as accommodation packages are also being offered as part of the Event, then the basis for selling such accommodation packages shall be on a bed and breakfast basis (BB) **only** (except in the case of religious events taking place on a Friday and under the approval of the Corporation). It is hereby clarified that participation in the Event cannot be contingent upon the purchase of an accommodation package.
- 5.9 The Event is characterized as unique, i.e. it has a name, has the potential for repetition, it can be clearly distinguished from other events and it possesses distinctive characteristics.
- 5.10 Budget allocations: The budget will be allocated in the following manner. A minimum of <u>15%</u> of the entire budget shall be allocated for marketing purposes and <u>25%</u> will be allocated for the artistic program/event content.
- "Pre-Existing Event" refers to an Event that has already taken place in the city of Eilat during the five years preceding the submission of the application and is scheduled to take place in the forthcoming year, and which meets the above defined threshold criteria.
- "New Event"/"New Initiative" refers to a newly created Event that is scheduled to take place in Eilat for the first time (or three years have passed since its previous occurrence) and which meets the above defined threshold criteria.

"Applicant": The applicant as defined in this support procedure.

"The Municipality": The Municipality of Eilat

Application Threshold Conditions

- 6. As outlined below, the Applicant must be a licensed dealer, a business corporation, or a non-profit organization that meets all of the following conditions:
 - 6.1 The Applicant is primarily engaged in the **production/organization of events** and/or festivals.
 - 6.2 The Applicant has certifications verifying proof of proper management (certificate of bookkeeping or proper management).

- 6.3 The Applicant has demonstrated experience in the subject matter of the application by holding at least three events of similar scale in Israel within the past four years.
- 6.4 The Applicant possesses the economic and financial capability necessary to produce the event. The applicant will sign a statement specifying their financial standing and commitment to provide collateral requirements for holding such event.
- 6.5 The Applicant meets the conditions stipulated in Section 2B of the Public Entities Transactions Law 5736-1976.
- 6.6 The Applicant is not currently subject to any pending bankruptcy, liquidation proceedings, and/or receivership proceedings.

C. Distribution Inspections & Criteria

- 7. Based on the criteria set forth in their table, the distribution of funding for event support will be facilitated by scoring each event in accordance with the specified parameters.
- 8. In the case of a New Event, the same evaluation criteria will be used as for existing events, except that instead of relying on past data, the applicant will be required to submit detailed forecasts and a **detailed plan** of such an event.
- 9. The event support Committee will score each event, and each event will receive a weighted rating.
- 10. An event threshold score of 70 is required. Those events that fail to achieve the threshold score will not be considered for financial support.
- 11. Sports events will be allocated a maximum of 50% of the overall budget and other events a maximum of 30%. In any case, the total support shall not exceed 400,000 (four hundred thousand) NIS, per event. For the avoidance of doubt, the Committee reserves the right to determine the percentage of support, at its sole discretion.
- 12. As part of the Committee's selection process, up to four existing events will be selected, and the remaining events will be New Events.

Applicant's	Signature:
ADDITUALL	JISTIALATC.

Scoring Methodology Details

Section	Description	Maximum Score	Committee Scoring of the Proposal
1	Extensive experience in producing and organizing events in the proposed field. The applicant will receive four points for each similar event held within the last five years.	20	
2	Financial Stability Average annual turnover between 2018-2021. 1 point for every million NIS	5	
3	Event Content Artistic program/content of the event, including the portion of the budget allocated to artists and unique content - 25 points Budget structure - 5 points Event complex and public area visibility - 5 points.	35	
4	Connectivity to Eilat - the manner and essence used to connect Eilat residents, local businesses, including Eilat subcontractors, and the branding of the Event throughout the city. Event/city branding plan – 5 points Promotion of local businesses - 5 points	10	
5	Estimated Number of Attendees For every 500 attendees exceeding 1,000 - 3 points	10	
6	Marketing - budget allocation and scope of media exposure. Points will be assigned in accordance with the type of marketing, types of media, and methods of marketing.	20	
Total		100	

's Signature
Signature:

D. Inconsistencies in Documents and Clarification Requests

- 13. Any questions or clarifications concerning the procedural documents, including contradictions, errors, inconsistencies, or any doubt pertaining to a section or detail of any of the procedural documents, will be accepted exclusively in Hebrew and in writing, and shall be submitted no later than Sunday, 16/04/2023, until 15:45. Any clarification requests shall be sent by email to rst@eilat.muni.il and the sender is required to ensure that such email is received by calling the Corporation at +972-8-6340253.
- 14. All queries must be submitted in the form of a PDF file and a Word file that can be edited. In addition to specifying his full name and contact information, the Applicant must formulate his queries clearly and refer precisely to the relevant page number and paragraph in the application, as described below:

#	Part (A,B,C)	Section/Appendix	Query

- 15. Corporation responses will be sent to the Applicant's email address and posted on the Corporation's website.
- 16. The Corporation's reply letters to Applicants' questions, in addition to clarification letters, additions & amendments issued by the Corporation, is issued, prior to the deadline for submitting applications shall form an integral part thereof. Each Applicant is obliged to attach such reply letters, clarification letters, additions & amendments to the Support Application Form, when all are duly signed by him, as part of the procedure documents. In the absence of the aforementioned documents, the Corporation reserves the right to reject the application.
- 17. The Corporation will respond to the Applicant in writing only, and any other form of response shall be deemed invalid.
- 18. If necessary, the Corporation may introduce changes and corrections to the procedural documents at any time prior to the deadline for submitting applications, either on its own initiative or in response to queries submitted by applicants. Any such changes and corrections shall form an integral part of the Corporation's procedure and will be published in writing on its website.

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E. Application Submission and Processing

- 19. An Applicant should enclose the original application documents (Parts A, B, C) along with another copy scanned on magnetic media (disk on key) when they are completed and signed, along with a presentation explaining the requested Event, and submit them at the proposal box of the Corporation's support committee lodged at its offices at Magic Palace Promenade no later than Sunday, May 7, 2023 at 13:00 (hereinafter: "Deadline").
- 20. In addition to attaching all relevant documents attesting to the Applicant's eligibility and compliance with the threshold conditions, the Applicant must also complete all appendices of this application, including signing the Engagement Agreement (Appendix C), which constitutes an integral part of the application process.
- 21. Any application which is not submitted within the Deadline will not be considered by the Committee.
- 22. It is hereby emphasized that all application documents and appendices must be submitted in the Hebrew language only.
- 23. The Corporation, at its sole discretion, reserves the right to reject any application that contains any changes, deletions, corrections, or additions incorporated into the procedure documents or any reservations thereto, whether they are made as part of the application, or as an appendix, or any other manner. All of these factors shall be considered as if they had not been written and may lead to the application being rejected by the Corporation.
- 24. There will be no reimbursement or participation of any kind by the Corporation in any of the expenses associated with the preparation, submission, or participation in the application, including those incurred for preliminary testing.
- 25. It is the Applicant's responsibility to submit all application documents and their appendices, with each page signed, without exception.
- 26. In the event that the Applicant fails to submit all of the aforementioned documents, the Event Support Committee may, but is not obligated to, reject such application, based on this alone. The Applicant shall ensure that the ID number of all submitted documents, including VAT registration, authorized dealer certificate (and income tax authorization) confirmation of bookkeeping, is identical. Insofar as inconsistencies are found, the Applicant will be required to attach a confirmation/explanation from the authorized authorities to this effect.

- 27. It is hereby clarified that all certifications must be valid on the date of submission of the application and shall remain in effect for the entire duration of the contract, should such application be accepted.
- 28. The Event Support Committee may contact the Applicant in order to obtain additional details, clarifications, and/or financial information pertaining to previous events. Applicants who fail to provide the Committee with such necessary information or details may have their application rejected.
- 29. It is hereby clarified that the submission of an application containing false information or attempts to intentionally mislead shall be rejected outright, and the Corporation may consider taking action against the Applicant.
- 30. It is anticipated that the Committee shall convene frequently during the month of May. The Applicant must be prepared to appear and present his request for support before the Committee, in accordance with a summons that shall be furnished to the Applicant seven days prior to such meeting.

F. Performance Guarantee

- 31. For the purpose of ensuring the existence of the event as well as the Applicant's obligations according to the contract attached herein, any Applicant whose application is accepted shall furnish the Corporation with an original autonomous bank guarantee, as set forth in Appendix 11 to this procedure, in the amount of 5% of the approved amount of support within fourteen (14) days of receipt of the Corporation's announcement of securing his application. This bank guarantee shall remain in effect until sixty (60) days after the end of the Event.
- 32. Amounts appearing on the guarantee shall be written in new shekels only and will be updated to reflect changes in the determining index compared to the base index.
- 33. The Corporation shall be entitled to action such guarantee in accordance with any applicable law, including, but not limited to:
 - 33.1 In the event that the Applicant fails to meet any of his obligations.
 - In the event that it is determined that the Applicant's proposal was submitted fraudulently or in a misleading manner.
 - In the event that it is determined that the Applicant's proposal has been submitted in coordination with competing applicants.
 - 33.4 In the event that material detail provided by the Applicant proves to be incorrect.

- 33.5 In the event that the Applicant withdrew his application.
- 34. Any expenses associated with issuing guarantees and/or reducing the number of guarantees, including commissions, to the extent permitted by law, shall be borne solely by the Applicant.
- 35. It is intended that action of the guarantee shall not affect any remedy or right that may be due to the Corporation pursuant to the documents of this procedure or in accordance with the law.

G. General

- 36. All aspects of the Event shall be conducted in accordance with the guidelines established by the municipal authority / Ministry of Health and/or any other authorized entity. It is hereby clarified that in accordance with the instructions of the competent authorities, the Event cannot be held, the Applicant shall not be entitled to receive any financial support. All expenditures and/or investments and/or damages incurred by the Applicant shall be at the Applicant's sole expense, and the Applicant shall not have any claims and/or demands against the Corporation for any reason.
- 37. The Applicant shall bear the sole responsibility of the organization to plan and execute the event, including, but not limited to, responsibility for event safety and premises. Furthermore, it is hereby clarified that apart from the amount of the support grant, the municipality and/or the Corporation are not and will not assume any responsibility for the event, for any implied or other consequences thereof.
- 38. It is the Applicant's responsibility to comply with and adhere to the budget and plan as submitted by him to the Committee, as his application represents a commitment to hold the event according to the scope, budget, and format described in his application.
- 39. Any deviation incurring the Applicant's budget reduction in excess of 20% will result in a reduction in the amount of support according to the rate of such deviation.
- 40. The Applicant is required to submit a performance report within sixty (60) days of the Event at minimum, signed by an CPA, and in accordance with the Corporation's requirements and guidelines. The report will include a comparison of budgeted and actual performance (including the completion of all required supporting documentation). Payment will be made directly to Eilat/other suppliers according to EOM + 30-90 days. It is hereby clarified that failure to submit the performance report on time will result in the cancellation of the request for support and the Applicant will not be eligible for any grant or financial assistance from the Corporation.

's Signature
Signature:

- 41. An additional support procedure may be published by the Corporation during the course of the year depending on budgetary considerations.
- 42. Following conclusion of the Event, the Corporation may consider granting support for a similar event held by the Applicant during the years 2024-2026, subject to its success and the Applicant's compliance with the procedures herein, and the agreement signed with the Corporation.
- 43. Without prejudice to the aforementioned, the Corporation hereby reserves the right to cancel this procedure at any time, even after applications have been submitted, for any reason. Among the reasons are those relating to the application process and/or to applications received, budgetary reasons, changes in Corporation/Eilat Municipality policies, and/or any other factors.
- 44. The Corporation may, but is not required to, summon an Applicant to inquire regarding details in the application documents submitted by him, in addition to any other details required for making a decision. To prove his compliance with the aforementioned threshold conditions, the Corporation may require the Applicant to provide additional data, or allow him to amend his application in order to correct any defects, provided that, in the opinion of the Corporation, the defect was caused in good faith, and it cannot be corrected in the manner mentioned above without giving an unfair advantage or violating the principle of equality.
- 45. In accordance with the law, applicants are entitled to request sight of the successful application. When the Applicant believes that certain parts of his proposal constitute a commercial or professional secret and does not wish to expose them for the viewing of additional applicants who did not receive notice of a successful proposal, he must indicate in writing which parts of his proposal he believes to be confidential. Therefore, in this regard, the financial proposal cannot be considered a trade secret. By failing to indicate which parts of his offer he wishes to remain confidential, it shall be presumed that the Applicant shall be deemed to have consented to full disclosure of his application. Regardless, it is hereby clarified that the Support Committee reserves the right to determine whether to grant sight or not, and the Applicant hereby releases the Corporation from any liability and waives any claim in this regard.

's Signature
Signature:

PART B – Process for the Submission of Event Support Applications

A. General Provisions

- 1. The steps in the procedure Part A, Part B, and Part C should be carefully read.
- 2. It is imperative that all details in Part B and the appendices should be completed clearly and as required.
- 3. Application forms should be completed in <u>detail and in full</u>, as the failure to do so may result in the application being rejected.
- 4. For the purposes of all event support applications, an authorized signature on behalf of the applicant, (hereinafter: "Applicant') must be signed and stamped on each page of the event support application forms (hereinafter: "Application Forms" or "Forms").
- 5. The attached appendices must be completed in a clear and legible manner printing is preferable.
- 6. Appendices and supporting documents may be attached, insofar as they are relevant to the event support request, be clearly identified and referenced on the application forms in a clear and consistent manner.
- 7. The successful Applicant is required to work with the Corporation's Project Department in accordance with the Producer Portfolio Procedure.

Listed Appendices

- A. Documents pertaining to the applicant, including incorporation/authorized dealer certificates.
- B. Affidavit and approvals according to the Public Entities Transactions Law 5736-1976.
- C. A certificate issued by an assessor or CPA stating that he maintains bookkeeping and records as required under the Income Tax Ordinance 5721-1961 and Value Added Tax Law 5736-1975.
- D. Documentation demonstrating compliance with the threshold requirements.
- E. A declaration of financial stability and the ability to provide collateral.
- F. An executive summary of the event including a detailed description of the event and a detailed artistic schedule.
- G. An overview of how the event budget is to be distributed.

Applicant's	Signature:	

H.	A detailed marketing plan for the event, including information about the marketing
	strategies used in each of the relevant media. Detailed descriptions of each of the
	marketing components will be provided both at a practical level as well as at a
	budgetary level in the marketing plan.

- I. A commitment to proceed with the event, to meet the entire requested budget, and a commitment to fulfil any due payment if the Event is cancelled.
- J. Affidavit of Bankruptcy/Dissolution
- K. Bank guarantee form.

Appendix A

Documents Pertaining To the Applicant

The name of the Applicant – as defined in the corporation documents:
Form of incorporation: Licensed Dealer/Business Corporation/Non-Profit:
Dealer/Company/Association Number:
Applicant's Address:
Corporation Mailing Address:
Applicant's Phone No.: Applicant's Fax No:
Applicant's Email:
The main activites and objectives of the Applicant:
Full name of authorized signatory on behalf of the Applicant:
Authorized Signatory's Position:ID No.:
Authorized Signatory's Mobile Phone No.:
Authorized Signatory's Office Phone No.:
Authorized Signatory's Fax No.:
Email - contact person:
Is the Authorized Signatory's a Resident of Eilat? Yes /No
Authorized Signatory's Contact Address:

	ndersigned, authorized s provided in this support a	•	•	hat the details
Date	First Name	Surname	Signature	
Date	First Name	Surname	Signature	
Applicant	s Signature and Stamp			
	on of an attorney with	-		
	ersigned, Attorney			
who is an	authorized signatory on	behalf of the Applicar		and signed the
who is an aforement		behalf of the Applicar peing warned that he,	nt, appeared before me /she must state the tru	and signed the
who is an aforement failing to o	authorized signatory on tioned statement after b	behalf of the Applicar peing warned that he,	nt, appeared before me /she must state the tru	and signed the
who is an aforement failing to o	authorized signatory on tioned statement after b do so may by subject to ey's Signature	behalf of the Applicar peing warned that he,	nt, appeared before me /she must state the tru	and signed the

Appendix B

Affidavit in Accordance with Section 2B of the Public Entities Transactions Law 5736-

19/6			
	, after being warned	that I must state the truth	, holder of ID No. n and that by failing to do so may
be liab	ole to the penalties prescrib	ed by law, hereby declare	as follows:
1.	on be		reinafter: "Participant"), I serve as ad I am authorized to declare and tated herein.
2.	related to him (as de 5376 1976) (hereinafte by a final verdict of a (Prohibition of Unlawf 1991 (hereinafter: "For	fined in Section 2b(a) of ter: "Public Entity Transaction more than two offenses a ful Employment and Assura	tion, the Participant and anyone the Public Entity Transactions Law, ons Law") have not been convicted according to the Foreign Workers ance of Fair Conditions) Law, 5751- ording to the Minimum Wage Law,
3.	anyone related to him Law) has been convic Foreign Workers Law	(as defined in section 2b(ted by a final verdict of r	ne application, the Participant and (a) of the Public Entity Transactions more than two offenses under the age Law, however, at least one year
	*Delete unnecessary i	nformation	
4.	for Persons with Disab Law") regarding adeo applicable to the Part	vilities Law 5748-1998 (here quate representation for icipant. Alternatively, as fa apply to the Participant –	ns of Section 9 of the Equal Rights einafter referred to as "Equal Rights persons with disabilities are not ar as the provisions of Section 9 of I hereby declare full compliance of
5.	I hereby undertake to	comply with the following	g laws during the contract period:
	 Employment Service Hours of Work and F Sick Leave Pay Law 5 Annual Leave Law, 5 Employment of Wor Male and Female Wor Youth Labor Law 57 	Rest Law 5711-1951 5736 -1976 711-1951 nen Law 5714 – 1954 orkers (Equal Pay) Law 572	24-1964

Applicant's Signature:

- Apprenticeship Law 5713-1953

- Discharged Soldiers (Reinstatement in Employment) Law, 5709-1949
- Wage Protection Law, 5718-1958
- Severance Pay Law 5723 -1963
- National Insurance Law (Consolidated version), 5755-1995
- Minimum Wage Law 5747-1987
- Notice to an Employee (Terms of Employment) Law, 5762 2002
- Advance Notice of Termination and Resignation Law, 5761 2001
- Expansion Order for Comprehensive Pension Insurance in the Economy in accordance with the Collective

Agreements Law 5717-1957.
This is my name; this is my signature and the content of my affidavit are true and accurate.
Signature of the Authorized Signatory on behalf of the Applicant
Affirmation of an attorney with a license to practice law in Israel I, the undersigned, Attorney from address, hereby
affirm that on, Mr./Ms, who identified himself/herself with ID no and whom I know personally, appeared before me, and after being warned that he/she must state the truth, and that by failing to do so may by subject to all the penalties provided by law, signed this affidavit in my presence.
Attorney's Signature

Applicant's Signature:	
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Appendix C

A certificate issued by an assessor or CPA stating that all bookkeeping, and records are maintained as required under the Income Tax Ordinance 5721-1961 and Value Added Tax Law 5736-1975.

Applicant's Signature: _____

Appendix D

Documentation demonstrates experience attesting to at			
including authorizations, documentation.			
documentation.			

Applicant's Signature:

Appendix E

A declaration of financial stability and the ability to provide collateral.

"Applicant"), hereby confirm registered Note of Going Cor	that in the last financial report of the Applicant there is no neern" or "Warning of Going Concern" or any other comment is unlikely to be able to maintain his business and/or meet his
Applicant's Stamp:	CPA Affirmation
Applicant's Full Name:	
Signature:	
_	Relationship to the Applicant:
	I resources to hold the event, and I hereby agree to provide you see event on behalf of the Applicant, as required.
including budget details and f	
for event support below.	port procedure in its entirety and hereby submit the application
I have reviewed the event curr	

Applicant's Signature:

Appendix F

#	Subject	General Answer
1	Location of the event.	
2	Number of participants.	
3	Artistic program (in general)	
4	Amount of support requested for the	
	event	
5	Event budget	

Please attach a detailed executive summary describing the event, including:

- 1. Location
- 2. The target audience
- 3. Artistic program
- 4. An overview of the budget, expenses, and income of the event, as well as the requested support budget (sources and usage report).
- 5. Details pertaining to the manner of marketing across the various media, in addition to the marketing budget, and the extent to which it has been coordinated with the Corporation's Marketing and Media Department.

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Appendix G

An Overview of How the Event Budget is to be Distributed.

* Complete the form completely and in detail and attach references as necessary.

Usage

Total budget for the planned event	NIS	100%
Other	NIS	%
Overheads & Administrative Expenses	NIS	%
Management	NIS	%
National Marketing	NIS	%
Production	NIS	%

Additional Sources

Support from Government Offices *	NIS	%
Support from Public Sources *	NIS	%
Support from Eilat Municipality	NIS	%
Sponsorships & Commercial Partners	NIS	%
Loans	NIS	%
Donations	NIS	%
Independent Sources	NIS	%
Other	NIS	%
Total budget for the planned event	NIS	100%

*Please Detail

Name of Institution/Government Office	Requested Amount of Support	Approved Amount of Support	Purpose of Support (e.g. International Marketing)
	NIS	NIS	
	NIS	NIS	
	NIS	NIS	

's Signature
Signature:

Support of monetary value- please specify the type of support and the entity p	roviding
the support.	

Type of support
ed financial support from Eilat Municipality and/or from
nk account**
mation regarding the bank account to which the support will pproved:
Branch Name:

^{**}A copy of the bank's confirmation of account management must be attached

Appendix H

A detailed marketing plan for the event, including information regarding the marketing strategies used in all relevant media. Detailed descriptions of each of the marketing components will be provided both at a practical level as well as at a budgetary level in the marketing plan.

Applicant's Signature: _____

Appendix I

A Commitment to the Execution of the Event and Compliance with the <u>Entire Budget Proposed</u>

plication Forms
d on my al.
et is based on the eduction in excess to the rate of such
, hereby
holder of ID No.
on Forms in my npany/corporation

Appendix J

		Affidavit of Bankruptcy/Dissolut	<u>tion</u>
warne		, holder of ID No ne truth and that by failing to do so maleclare as follows:	
1.	I. I hereby submit this affidavit on behalf of, the ensubmitting the application within the framework of the support procedure for tour promoting events in the region of Eilat (hereinafter: "Applicant").		
2.	In my capacity as _ of the Applicant.	, I am authorized to s	ubmit this affidavit on behalf
3.	•	t as of the date of this affidavit, no law could result in insolvency and the App dation proceedings.	•
4.	This is my name, thi accurate.	s is my signature and the content of r	my affidavits are true and
Signa	ture of the Authorized	d Signatory on behalf of the Applicant	
		<u>Affirmation</u>	
Mr./M know and th	ls, w personally, appeared	y, hereby affi ho identified himself/herself with ID n before me, and after being warned tha o may by subject to all the penalties	no whom I nt he/she must state the truth,
Date		Attorney's Stamp & License No.	Attorney's Signature

Applicant's Signature: _____

Letter of Guarantee

To Eilat Municipal Tourism Corporation Ltd.	Date:
Dear Sir/Madam,	
<u>Letter of Guaran</u>	tee No.
NIS (NIS) (hereinafted may be due to you from participation of the Guarantor in the	you the disposal of any amount of up to a total of er: "Guaranteed Amount") owed to you, or which (hereinafter: "Guarantor"), in connection with the 2023 Support Procedure. Furthermore, we hereby isions of the Support Agreement between the sm Ltd. are fulfilled in their entirety.
Guaranteed Amount plus indexation demand, without you having to s amount from the Guarantor, provide	we hereby undertake to pay you the stipulated differences within seven (7) days of receipt of your ubstantiate your demand or first demand suched that the total amount paid under this guarantee uarantee plus the indexation differences as stated
3. In this guarantee:	
"Israel Consumer Price Index"	Israel Consumer Price Index (CPI), published every month by the Central Bureau of Statistics and/or any other body that will replace it, or any other index published to replace it.
"The Base Index"	The Consumer Price Index in Israel which was published in April 2023 for the month of March 2023.
"The Determining Index"	The Israel Consumer Price Index published prior to the date of payment of the guarantee.

Applicant's Signature: _____

"Index-Linked Differences"

Ratio between the determining index and the base index. In the event that, prior to the date of payment of the Guaranteed Amount, it is apparent that the Determining Index has increased, or decreased, compared to the Base Index, the Guaranteed Amount will be paid in accordance with such increase or decrease in the Determining Index as compared with the Base Index.

This guarantee shall remain in effect as of the date stipulated in this Letter of Guarantee, and until further notice.
As per the requirements of Eilat Municipal Tourism Corporation Ltd., this guarantee will be extended for additional periods, as required, until the date specified above.
Yours Sincerely,
Bank:
Branch:



EILAT MUNICIPAL TOURISM CORPORATION LTD.

Tourism-Promotion

Event Support Agreement

2023

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AGREEMENT

Signed in Eilat on _____

Between:		Municipal Tourism Corporation Ltd. (P.B.C.) No. 514695972 ess:			
		(hereinafter: "Corporation")			
		On the One Hand			
And Betwee	n:				
		uthorized Signatory: inafter: ''Company'' or ''Applicant'')			
	(iicic	On the Other Hand			
WHEREAS:		The Corporation supports the development, marketing, and promotion of domestic and foreign tourism within Eilat and its surrounding area.			
AND WHER	EAS:	The Corporation published an invitation to receive support for a tourism promotion event during the year 2023 (hereinafter: " Support Procedure ").			
AND WHER	EAS:	The Applicant has submitted an application to receive support for the event, as described in Appendix A attached herein (hereinafter: " Application " and/or " Event'').			
AND WHER	EAS:	The Corporation's Support Committee convened on and accepted the request for support and to provide support in the amount outlined below.			
AND WHER	EAS:	The Applicant hereby declares he has the capacity, experience, manpower, and means to produce the event as defined herein.			
AND WHER	EAS:	The Applicant hereby acknowledges that his engagement with the Corporation is conditional upon the said request for support, which forms an integral part of this Agreement.			
AND WHER	EAS:	The Applicant hereby acknowledges and undertakes that he is solely and unconditionally liable for the production, operation, and implementation of the event, as well as for any liability arising therefrom, including the handling of any third-party claims and demands.			

Therefore, it was agreed, stipulated and declared between the Parties as follows:

's Signature
Signature:

Introduction and Interpretation

- 1. The introduction to this Agreement and its appendices form an integral part thereof.
- 2. The appendices listed below form an integral part thereof.
 - A. The Applicant's request as part of the Support Procedure
 - B. An overview of the event, its content, and schedule.
 - C. Event budget.
 - **D.** Company Insurance Certification
 - **E.** Personal Guarantee
 - F. Execution Report Example

Hereinafter, the Agreement and all other related documents will collectively be referred to as "**Agreement Documents'**).

3. This Agreement shall not be interpreted by reference to the section headings, which are provided solely for convenience purposes.

Nature of the Engagement

- 4. Specifically, this Agreement outlines the requirements for receiving support from the Tourism Corporation for 2023.
- 5. The Corporation retains the right to extend this Agreement for a similar event held during the years 2024-2026.
- 6. The Applicant hereby undertakes to produce the Event in accordance with the request for support, to the highest standards, in full cooperation with the Corporation, and in accordance with all guidelines related to the licensing of the event as provided by Eilat Municipality (hereinafter: "Municipality"). In consideration of the Applicant's compliance with the terms of this Agreement and subject to his compliance with all guidelines outlined in the Purple Label and by the Ministry of Health regarding holding an event during an outbreak of any infectious disease (limitation of gatherings, etc.), the Corporation shall furnish the Applicant with the support amount, as indicated herein.
- 7. The request for support constitutes an irrevocable commitment by the Applicant and forms an integral part of this Agreement.
- 8. The purpose of this Agreement is to enhance the support request, not to detract from it. In the event of conflict between this Agreement and the request for support, the additional provision will prevail over the Applicant's obligations, and not detract from them.

Applicant's	Signature:
ADDITUALL	JISTIALATC.

Declarations and Undertakings of the Applicant

- 9. As stated in his application, the Applicant hereby asserts that he has the knowledge and experience in producing, organizing, and managing large scale events, and that he has the skills, ability, manpower, resources & equipment required to comply with the terms of this Agreement. Furthermore, he declares that his request for support accurately reflects his qualifications and abilities in a correct and complete manner.
- 10. As a result of this Agreement, the Applicant acknowledges that the services provided under it require a high level of trust. He undertakes that he will assign only professional and skilled workers to perform the services, and that the work will be performed diligently, faithfully, with dedication, and without any conflicts of interest.
- 11. The Applicant hereby declares that it has been clarified that a fundamental condition of this Agreement is that the activity is executed by him and shall not be transferred to any third party (hereinafter: "Third Party") unless he receives explicit written confirmation of consent to transfer such activity to a Third Party from the Corporation. It is further clarified that in the event that the Corporation authorizes the Applicant to transfer activity to a Third Party, the Applicant is responsible for the performance and professional level of such Third Party, in addition to the Third Party's adherence to the terms of this Agreement. Additionally, the Applicant shall be responsible for any payment due to such Third Party, and no contractual relationship shall exist between the Corporation and any Third Party.
- 12. **Appendix B** to this Agreement contains a non-exhaustive list of the Applicant's duties and the Event production schedule. The Applicant hereby undertakes to maintain full, transparent, and honest cooperation with the Corporation.
- 13. The Applicant hereby declares that there is no law, agreement, or other impediment preventing him from entering into this Agreement.
- 14. The Applicant hereby declares that he shall ensure to obtain all approvals and licenses required for the Event, and he affirms that no obstacles exist in receiving such approvals and licenses. Furthermore, he will ensure that the event is produced in accordance with all laws and in accordance with all provisions stipulated in the Purple Label and the Ministry of Health guidelines regarding conducting an Event during an outbreak of any infectious disease.
- 15. All aspects of the event, from planning to implementation, will be the responsibility of the Applicant, in accordance with the request made in the Support Procedure.

Applicant's	Signature:
ADDITUALL	JISTIALATC.

- 16. The Applicant will be responsible for negotiating contracts with all suppliers and/or service providers and/or any third parties associated with the event, as well as all payments due to them.
- 17. For the avoidance of doubt, the Applicant hereby declares that he acknowledges that he is solely responsible for meeting the event budget, for paying the various suppliers and artists, and for all other expenses related to the event, and that the amount of support stipulated in this Agreement is final and conclusive.
- 18. The Applicant hereby assumes that he is solely responsible for the standard of the services. Furthermore, the applicant is responsible for any damage caused to a third party or property as a result of the performance of work in relation to the Event and/or the provision of the services, and he must therefore be covered by insurance, as detailed below. To clarify, the Corporation and/or Eilat Municipality and/or their employees and/or any property belonging to any of them shall be considered third parties in this matter.
- 19. The Applicant undertakes to bear professional liability for the services he provides to the Corporation and hereby undertakes to arrange for appropriate insurance of both professional liability, employer's liability and third party for himself and/or for any of the service providers and/or any of his employees and/or any person and/or corporation related to the producer in the performance of such services, for any damage and/or loss that may be caused due to actions of the Applicant and/or that the Corporation and/or the Municipality may be sued for, on the form of a policy whose terms will be to the satisfaction of the Corporation.
- 20. Upon completion of the event, the Applicant is required to submit a detailed report referencing all stages of the project, the activities performed, and a financial summary, all in accordance with the specifications determined by the Corporation.
- 21. In the event that a Municipality or Corporation representative believes the Applicant has violated the terms of the Agreement both by the nature of the work or for any other reasons, they shall have the right to terminate any portion of the work/services, without the producer having any claim against the Municipality or the Corporation for any additional time and/or any loss resulting from this clause.
- 22. In addition to marketing the Event through all relevant means, the Applicant must include the logo of the Municipality of Eilat and the Corporation in all advertisements for the Event and include the following statement: "The event is supported by the Municipality of Eilat and Eilat Municipal Tourism Corporation".
- 23. In the event additional sponsorships are obtained for the Event, including from government offices, the Applicant is required to attach the sponsors' logos.

Applicant's	Signature:
ADDITUALL	JISTIALATC.

- 24. The Event will be marketed in full collaboration with the Corporation's Marketing, Media & PR Departments.
- 25. The Applicant will be responsible for ensuring the visibility of the location of the Event, its branding, design, and arrangement according to the Event's theme, and for including the Municipality/Corporation logo in all branding materials, as well as responding to any requests or demands of the Corporation regarding marketing and branding of the Event.

Grant Support

- 26. Based on the approval of the Support Committee, the amount of the Corporation's support for the event shall total ______ NIS (hereinafter "Support Amount").
- 27. The amount of support is final and conclusive.
- 28. The Applicant is required to adhere to the budget and plan he has submitted with the application, since the application constitutes an agreement on his behalf to hold the Event according to the scope, budget, and manner as described in his application.
- 29. Any deviation incurring the Applicant's budget reduction in excess of 20% will result in a reduction in the amount of support according to the rate of such deviation.
- 30. The Applicant is required to submit a Performance Report within sixty (60) days of the Event at minimum, signed by an CPA, and in accordance with the Corporation's requirements and guidelines. The report will include a comparison of budgeted and actual performance (including the completion of all required supporting documentation).
- 31. The financial grant will be paid by the Corporation to Eilat suppliers who have signed contracts with the Applicant only, according to EOM + 30-90 days. It is hereby clarified that failure to submit the performance report on time will result in the cancellation of the request for support and the Applicant will not be eligible for any grant or financial assistance from the Corporation.
- 32. In the event that a dispute arises regarding the report or the amount of support arising therefrom, the CPA on behalf of the Corporation shall determine the final and conclusive amount of support, after receiving responses from the Applicant and the Corporation.
- 33. The Applicant hereby acknowledges that in the event that as a result of an outbreak of any infectious disease with restrictions imposed by the Ministry of Health and/or a security situation and/or force majeure event which prevents the event from taking

Applicant's	Signature:
ADDITUALL	JISTIALATC.

- place, the Applicant will not be entitled to receive any compensation from the Cooperation and all expenses shall be borne solely by him.
- 34. When an Applicant submits a request for support for multiple events, final approval will only be received following approval that the preceding event has been approved to the satisfaction of the Corporation.

Collateral and Guarantee

- 35. Throughout this Agreement, "Guarantee" refers to the Agreement Guarantee.
- 36. In addition to the bank Guarantee which the Applicant provided as part of his securing the Support Procedure and as a condition of signing this Agreement in order to ensure compliance in full and on time of all the Applicant's obligations under this Agreement, Mr. _______, a shareholder/director on behalf of the Applicant, will sign a personal guarantee, in the form attached as **Appendix E** to this Agreement, which certifies that he is personally liable for fulfilling the Applicant's obligations, as defined in this Agreement. In the event that the Applicant fails to meet his obligations, the Municipality and/or Corporation may utilize this Guarantee.
- 37. A fundamental breach of this contract by the Applicant, including action of the bank Guarantee, will not prejudice the Corporation's right to any remedy or right under this Agreement and/or under any law and the Corporation shall be entitled to action the Guarantee and collect any amount owed by the Applicant to the Corporation from the amount to be received from the Guarantee in accordance with this Agreement and/or any law.

Insurance, Warranty, Indemnity and Compensation

- 38. The Applicant hereby assumes that he is solely responsible for the standard of the services. Furthermore, the applicant is responsible for any damage caused to a third party or property as a result of the performance of any works in relation to the Event and/or the provision of the services, and for any loss or damage caused to Eilat Municipality and/or the Corporation as a result of or in relation to the Event, therefore the Applicant is obligated to take out all the required insurances, as detailed herein.
- 39. By law, the Applicant shall be liable for any bodily injury or property damage that may occur as a result of the Event. Additionally, in the event that the Municipality and/or Corporation is ordered by a court to pay any amount to a third party for damages for which the Applicant is responsible, the Applicant shall be obligated to indemnify the Municipality and/or Corporation against any charges that may be incurred, as well as all losses and expenses incurred by them in relation thereto, provided that the Applicant was informed of the aforementioned claim and given the opportunity to defend himself.

's Signature
Signature:

- 40. According to the instructions and to the satisfaction of the insurance consultant on behalf of the Corporation and Eilat Municipality (hereinafter: "Insurance Consultant"), the Applicant will maintain an insurance policy appropriate for the size of the event and the number of participants throughout the duration of the event. For the avoidance of doubt, failure to furnish an insurance policy satisfactory to the Corporation will result in cancellation of this Agreement, and the Applicant will not be eligible to receive the support grant. In the event that this Agreement is cancelled due to failure of the Applicant to submit the aforementioned policy, the Applicant shall not have any legal recourse against the Corporation or Municipality.
- 41. The Applicant hereby indemnifies the Corporation and/or the Municipality from any liability for any claims that may be filed against them as a result of the employment of the Applicant's employees and/or other parties, as a result of the Event. By signing this Agreement, the Applicant hereby agrees to indemnify and/or compensate Corporation and/or the Municipality for any amount charged and for any expenses incurred as a result of any such claim or demand.
- 42. The Applicant hereby undertakes to pay any amount of money or compensation due to any employee or to anyone under his service as a result of being employed for the Event.
- 43. The Applicant shall be fully and solely responsible towards the Corporation and anyone on its behalf, as well as toward any third party who sues the Corporation or anyone on its behalf, for any damage of any kind and type whatsoever, whether to body or property, including loss of profit, if such damage is caused, all or in part, due to a negligent act or omission or due to a violation of a legal obligation or due to a violation of this Agreement by the Applicant and/or by one of his employees and/or a representative on his behalf and/or anyone else on his behalf.
- 44. It is the Applicant's responsibility to ensure that he is adequately insured for his responsibility toward the Corporation, all of his employees, and any third party. This insurance will cover any event and any damage caused during his activities within the framework of this application, as well as any damage stated above.
- 45. The Corporation has sole discretion in determining the types of policies and/or their amounts and all insurances in accordance with this Agreement shall be satisfactory and deemed appropriate by the Corporation.
- 46. Two weeks prior to the event, the Applicant shall submit confirmation that he holds appropriate insurance policies as **Appendix D** to this Agreement, valid for the entire duration of the Event.

Applicant's	Signature:
ADDITUALL	JISTIALATC.

Inapplicability of Employer-Employee Relations

- 47. This Agreement clarifies and expressly agrees that there shall be no employeremployee relationship between the Corporation and/or Eilat Municipality and the Applicant, including the applicant's employees, his subcontractors, and the service providers with whom the Applicant engages. As a result, the Applicant hereby declares and undertakes that he will not have any claim or demand within the framework of any employer-employee relationship right against the Corporation.
- 48. According to this Agreement, the Parties are engaged in client-independent contractor relations, and none of the provisions of this Agreement shall be construed as creating an employer-employee relationship between the Corporation and/or Eilat Municipality and the Applicant, his employees, or any other individuals who are employed by him.
- 49. The services will be provided exclusively within the organizational framework of the Applicant. For this matter, "Organizational Framework" includes locating employees, hiring them, conducting all negotiations with them, constant supervision of their activities, payment of their wages and any accompanying social payments in the course of their employment, dismissal of employees, and the imposition of discipline in accordance with the Applicant's customary procedures.
- 50. All expenses associated with the employment of employees, including wages and social conditions established by law, shall be borne solely by the Applicant, and he hereby undertakes to comply with all legal obligations towards his employees and/or those employed by him in connection with the Event, as required by law.
- 51. The Applicant guarantees that he will employ personnel in accordance with all laws and regulations. The Applicant hereby acknowledges that he shall verify compliance with this instruction by all suppliers and/or subcontractors working on his behalf during the production of the Event.
- 52. In the event that any legal actions or charges are enforced on the Corporation which the Applicant incurs as an employer and/or of those employed by him, the Applicant shall immediately indemnify the Corporation for any such damages and/or expenses, including legal fees.

Authorizations and Licenses

53. In order to execute the Event and to provide the services as required by any law, the Applicant is responsible for obtaining all necessary authorizations, licenses, and permits. In the event that the Applicant fails to provide the afore stated authorizations, licenses, and permits, neither the Municipality nor the Corporation shall be liable for any action taken against the Applicant or any third party, and the Applicant shall assume full responsibility for any such action.

The Supply of Ancillary Equipment

54. It is hereby declared and agreed that all equipment, facilities, materials, and other aids necessary for the execution of the Event will be supplied by the Applicant and at his sole expense.

Transfer of Rights

- 55. It is hereby agreed and conditioned that in accordance with this Agreement, the Applicant will not be permitted to transfer his rights and/or obligations under this Agreement in whole or in part, to any other party without the prior written consent of the Corporation. It is also agreed that the Applicant will not involve any third party, other than his employees, in the performance of the services unless he has obtained prior written consent from the Corporation.
- 56. Consent as outlined above will not establish a contractual relationship between the Corporation and another party, and the Applicant is ultimately liable for all services provided to the Corporation.

Conflicts of Interest

- 57. The Applicant hereby declares and undertakes that he and/or any of his employees and/or those employed by him is unaware of conflict of interest between his work as part of this Agreement and his work with other entities related to the Corporation directly or indirectly. In the event of fear of any conflict of interest, the Applicant shall disclose such to the Corporation without delay and provide details of its nature.
- 58. All employees/those employed by the Applicant, as well as any employee who replaces an existing employee shall sign a statement to this effect during the term of the Agreement.

Termination of Engagement

- 59. In the event that the Applicant fails to meet his obligations in accordance with the terms of the Support Procedure and this Agreement, the Corporation may deny support, insofar as the Applicant has been furnished notice in which he is required to correct any defect and fails to rectify such defect within the prescribed time frame.
- 60. The Applicant shall be liable to indemnify the Corporation in the event that damages, expenses, and/or losses result from such termination of this Agreement, as mentioned above.
- 61. Should the Corporation be unable to provide a support grant for an Event for any reason, the Corporation shall inform the Applicant up to 21 days before the Event, as much as is feasible. As a result, the parties will discuss the adjustment of the event budget. Failure to reach an agreement will entitle the Corporation to cancel the Event, in accordance with the provisions of this Agreement.

Ap	piicar	IT'S S	signature	

62. The Applicant hereby acknowledges that in the event that as a result of an outbreak of Covid-19 and/or a security situation and/or force majeure event which prevents the event from taking place, the Applicant will not be entitled to receive any compensation from the Cooperation and all expenses shall be borne solely by him.

Resolution of Disputes

- 63. In the event that any dispute arises between the Parties in connection with this Agreement that cannot be resolved through direct negotiation between them, it is hereby agreed and declared that, with the exception of that stated in Section 30 above regarding the Performance Report, the Parties shall seek the assistance of an arbitrator, who they mutually agree on. In the absence of agreement between the Parties within seven (7) days of one contacting the other, an arbitrator shall be appointed by the chairman of the Bar Association.
- 64. To the extent that the arbitration process does not succeed within sixty (60) days from the date of the appointment of the arbitrator, the Parties may apply to the competent court as follows:
 - 64.1 The Magistrate's Court shall have exclusive jurisdiction over the authorized court, namely the Eilat Magistrate's Court.
 - 64.2 In the event that the relevant authority is granted to a District Court, the District Court in Tel Aviv shall be the competent court.
- 65. Nothing in the above Section should be construed as precluding the Parties from submitting to the court a request for temporary relief to prevent actual damage to either Party to this Agreement, or to any third party.
- 66. Nothing in this Section can be construed as precluding that stated in Section 30, above.

General

- 67. This Agreement and its appendices are deemed to exhaust all agreed between the Parties, up to the date of its execution. Any representation, statement, promise, or other declaration made prior to the signing of this Agreement shall be deemed void. A change or waiver of the provisions of this Agreement shall not be valid unless it is accompanied by a written document signed by both Parties.
- 68. Any waiver furnished to the Applicant in a particular case shall not be considered a precedent or an indication of consent in another case. No equivalent ruling shall be derived thereto.
- 69. Addresses of the Parties to this Agreement are as stated in the introduction. Any message sent by registered mail to the other Party according to his address as aforementioned, shall be considered as having been received by the recipient, three (3) days after its dispatch from a post office in Israel, and if delivered by hand at the time of its delivery.

's Signature
Signature:

IN WITNESS WHEREOF the parties hereby attach their signatures: The Corporation The Applicant

The Applicant's Application Within the Framework of the Support Procedure Applicant's Signature:

Appendix A

Appendix B		
A Description of the Event, Its Content, Marketing Plan and Work Schedul		

Appendix C

Budget for the Event Including an Advertising Budget

Applicant's Signature:		

Appendix D

Business Insurance Confirmation

Applicant's Signature:	 	

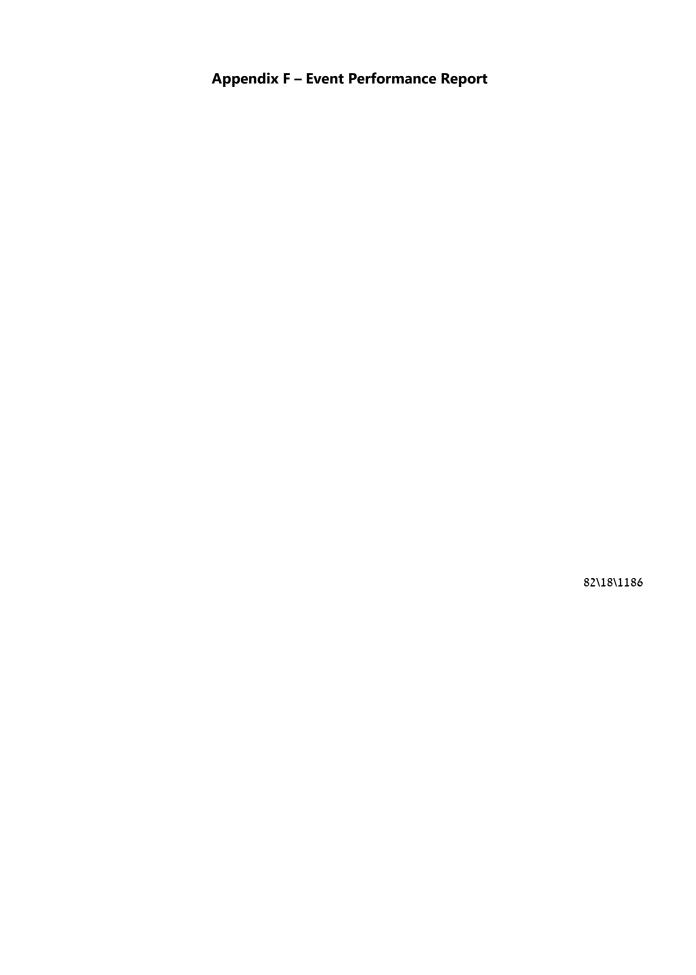
Appendix E - Personal Guarantee

To Eilat Municipal Tourism Corporation

RE: Personal Guarantee

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I	IN WI	TNESS WHE	REOF we hereby a	attach our sigi	natures on tl	nis date	:
•		re & Stamp					

Affirmation of an attorney	with a license to practice law in Israel
I, the undersigned, Attorney	, hereby affirm that on, the
guarantors, and	, appeared before me and after explaining
to them the content of this guarantee do presence.	ocument, they signed this Personal Guarantee in my
Date	Attorney's Signature & Stamp



Applicant's Signature: _____