

September 24, 2020
Item No. 4.24.
Santa's Wonderland Sponsorship Agreement

Sponsor: Aubrey Nettles, Assistant Director of Economic Development

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a Sponsorship Agreement with Land of Lights, Inc., DBA Santa's Wonderland ("Santa's Wonderland"), in the amount of \$150,000.

Relationship to Strategic Goals:

- Diverse & Growing Economy

Recommendation(s): Staff recommends approval of the Sponsorship Agreement.

Summary: The City of College Station, in collaboration with Santa's Wonderland (the largest Christmas attraction in Texas), is embarking on a new effort to become THE destination for holiday tourism during the month of December. This campaign is specifically designed to persuade out-of-town visitors to Santa's Wonderland to stay additional nights in College Station hotels, take part in a wide variety of new and established events hosted by the city's businesses and entertainment venues, and boost College Station's entire hospitality industry during the holidays.

The campaign partnership with Santa's Wonderland will include collaborative advertising to strategic markets, as well as exclusive, on-premise branding of the attraction's newest features.

Budget & Financial Summary: This sponsorship agreement is for \$150,000 and will be paid for using Hotel Occupancy Tax Funds out of the Tourism budget. This agreement is for one year (the 2020 holiday season), with the option to renew for two additional one year terms.

Reviewed & Approved by Legal: No

Attachments:

1. Sponsorship Agreement_Santa's Wonderland

**CITY OF COLLEGE STATION
SPONSORSHIP AGREEMENT**

This Sponsorship Agreement (“Agreement”) is executed by and between The City of College Station (“City”), A Texas, home-rule municipal corporation, and Land of Lights, Inc., DBA Santa’s Wonderland (“Santa’s Wonderland”), a Texas Corporation.

Whereas, the City has adopted the “City of College Station Sponsorships and Support Requests Policies and Procedures” Policy (“Policy”) setting forth guidelines for the City’s sponsorship of events, programs and services in the community; and

Whereas, Santa’s Wonderland provides a unique form of recreation and entertainment to area residents; and

Whereas, the City desires to assist in promoting and providing such form of recreation and entertainment for the City and Brazos County, Texas; and

Whereas, the City and Santa’s Wonderland share a mutual purpose of enhancing the image of the City as a Christmas destination and attracting more visitors to the City; and

Whereas, the City’s sponsorship of the event, as described in this Agreement, is of general interest and relevance to City residents and the general public; and

Whereas, it is determined that Santa’s Wonderland creates a local impact on City; and

NOW, THEREFORE, for and in consideration of the terms and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Event/program/service. The event, program or service which is the subject of this Agreement is as follows: Promotion of “Christmas in College Station” an ongoing event from December 1, 2020, through December 30, 2020. “Christmas in College Station” shall be marketed as an event to encourage visitors and residents to visit Santa’s Wonderland, City park facilities, City restaurants and retail, and lodge in City hotels designated as a “Christmas in College Station” marketing campaign participant.

2. Sponsorship. City agrees to sponsor the above-described event, program or service by being a Cash Sponsor in the amount of Fifty Thousand Dollars (\$50,000) to create a ‘College Station’ sign located on the ice skating rink at Santa’s Wonderland. The City shall provide an additional cash sponsorship in an amount not to exceed One Hundred Thousand Dollars (\$100,000) toward a Santa’s Wonderland marketing campaign with an increased emphasis on the City of College Station. This marketing campaign shall be approved by the City. The City shall also provide a promotional item featuring “Christmas in College Station,” directing hotel guests to visit the campaign’s website. Santa’s Wonderland shall submit an invoice to City in an amount not to exceed Fifty Thousand Dollars (\$50,000) within seven (7) calendar days of the beginning of each

month of October, November, and December, requesting payment for services provided. Payment(s) shall be made within thirty (30) calendar days of City's receipt of approved invoices.

3. Recognition. In recognition of City's sponsorship set forth in this Agreement, Santa's Wonderland agrees to provide the following recognition: Not later than November 13, 2020, Santa's Wonderland shall provide a prominently displayed, illuminated 'College Station' sign, accessible for photo opportunities of Santa's Wonderland guests. The illuminated sign shall be no less than twenty five feet wide by twenty feet tall and placed on the ice skating rink located at Santa's Wonderland. Sign shall be approved by a City representative before placement on the ice rink. Santa's Wonderland shall spend an additional One Hundred Thousand Dollars (\$100,000) on a marketing campaign designed to reach individuals who live outside of a seventy-five (75) mile radius of the City. Said marketing campaign shall emphasize the City and participating hotels located within the City. Santa's Wonderland shall provide an accounting in which expenditures toward this marketing campaign are documented. The marketing campaign shall be approved by the City before it is released to the public. Santa's Wonderland shall send marketing emails to email addresses previously provided by Santa's Wonderland patrons and Santa's Wonderland website subscribers which highlight "Christmas in College Station." Emails shall contain the "Christmas in College Station" logo and link. All photo imagery and video shall be approved by City prior to use. Santa's Wonderland shall provide detailed reports containing the following information: online traffic generated to "Christmas in College Station" hotel participants and online traffic generated to "Christmas in College Station" landing page, as well as the results of the survey question related to number of Santa's Wonderland guests who stay at a College Station Hotel.

4. Compliance. Santa's Wonderland represents having read and understood the Policy, and agrees to abide by its terms unless expressly provided for otherwise in this Agreement. Santa's Wonderland agrees to adhere to all applicable rules and regulations, including safety regulations.

5. City Mark Approval. No materials, or communications, including but not limited to, print, video, internet, broadcast, or display items developed to promote or communicate the sponsorship using the City's logo, marks, or name may be used without the City's written approval.

6. Additional documents. The Policy is made a part of this Agreement and is incorporated by reference, and the terms used therein have the same meaning when used in this Agreement. Santa's application or other documentation, if any, shall be attached and made a part of this Agreement. In the event of a conflict, the provisions and information provided by City shall prevail over information provided by Santa's Wonderland; and the information dated later in time by the City shall prevail over earlier information provided by the City.

7. Designation of Christmas in College Station hotel/retail participant. College Station hotels, lodges, and College Station retailers may choose to participate in the "Christmas in College Station" marketing campaign. City shall designate participants based on the business agreeing to participate and registering during the designated registration period. All designated participants shall be included in the marketing campaign as referenced above.

8. Indemnification. Santa's Wonderland shall indemnify, hold harmless, and defend the City, its officers, agents, employees and volunteers from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with this Sponsorship Agreement. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, Santa's Wonderland, or any third party. It is the intent of the parties that this provision shall extend to, and include, any and all claims, causes of action or liability caused by the concurrent, joint and/or contributory negligence of the City, an alleged breach of an express or implied warranty by the City or which arises out of any theory of strict or products liability. There shall be no additional indemnification other than set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

9. Release. Santa's Wonderland hereby releases, relinquishes and discharges the City, its officers, agents, employees and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with the this Sponsorship Agreement whether or not said claims, demands, or causes of action are covered in whole or in part by insurance. There shall be no additional release other than set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

10. Insurance. The Applicant has filed with the City a certificate or certificates of insurance which meet the following requirements:

Commercial General Liability. The following Commercial General Liability requirements shall apply:

- (a) Commercial General Liability insurance shall be written by a carrier rated A:VIII or better in accordance with the current A.M. Best Key Rating Guide.
- (b) Limit of \$1,000,000.00 per occurrence for bodily injury and property damage with an annual aggregate limit of \$2,000,000.00.
- (c) Coverage shall be at least as broad as ISO form GC 00 01.
- (d) No coverage shall be excluded from the standard policy without notification of individual exclusions being available for review and acceptance.
- (e) The coverage shall not exclude: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Personal & Advertising Liability; Host Liquor Liability Coverage

Business Automobile Liability. The following Business Automobile Liability requirements shall apply:

- (a) Business Automobile Liability insurance shall be written by a carrier rated A: VIII or better in accordance with the current A.M. Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- (c) Coverage shall be at least as broad as Insurance Service's Office Number CA 00 01.
- (d) The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 on the declarations page.
- (e) The coverage shall include owned autos, leased and rented autos, non-owned autos, hired autos and any autos.

Endorsement Required. Those policies set forth in the above Insurance section shall contain an endorsement listing the City as an Additional Insured and further providing that those policies are primary to any City insurance policies which shall be non-contributory. The additional insured endorsement shall be in a form at least as broad as ISO form GC 2026. Waiver of subrogation in a form at least as broad as ISO form 2404 shall be provided in favor of the City on all policies obtained by Santa's Wonderland in compliance with the terms of this Agreement. Santa's Wonderland shall be responsible for all deductibles which may exist on any policies obtained in compliance with the terms of this Agreement. All coverage for subcontractors shall be subject to all of the requirements stated herein. All Certificates of Insurance ~~and~~ **with evidence of** endorsements shall be furnished to the City's Representative at the time of execution of this Agreement on the most current State of Texas Department of Insurance-approved forms, attached hereto as Exhibit C, and approved by the City before work commences.

11. Term. The term of this Agreement is for one (1) year, with the option to renew for two (2) additional one (1) year terms for a total of three (3) years. Any renewal must be in writing and executed by the parties.

12. Termination. The City may terminate this Agreement for convenience with thirty (30) days written notice for any reason. In the event of such termination the City will notify Santa's Wonderland in writing and the obligations of the City shall cease.

13. Choice of Law. This Agreement has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

14. No Boycott of Israel. To the extent this Contract is considered a contract for goods or services

subject to § 2270.002 Texas Government Code, User verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Agreement.

15. Amendment. This Agreement may only be amended by written instrument approved and executed by both parties.

16. This Agreement shall never be deemed or construed to create a partnership or joint venture between the parties.

17. Waiver. Waiver of one provision or on one occasion with respect to this Agreement does not constitute waiver of other provisions or on other occasions. If any provision of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

18. Assignment. This Agreement may not be assigned by a party without the written approval of the other. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.

19. Entire Agreement. This Agreement contains the entire agreement between the parties. There are no other written or oral agreements, contracts, or understandings between the parties.

This Agreement shall become binding on the date of the last signature of the Authorized Representative, as identified in the signature blocks below.

Land of Lights DBA
Santa's Wonderland

City of College Station

By: _____
Name: _____
Title: _____
Date: _____

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

Assistant City Manager/CFO
Date: _____