

**September 28, 2023**  
**Item No. 6.10.**  
**Santa's Wonderland Sponsorship**

**Sponsor:** Brian Piscacek, Economic Development Manager

**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, in the amount of \$75,000.

**Relationship to Strategic Goals:**

- Diverse & Growing Economy

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

**Summary:** Entering our fourth year of the "Christmas in College Station" campaign, this sponsorship leverages the city's signature holiday attraction, partnering with Santa's Wonderland to encourage visitors to the park to stay, shop, dine, and play in College Station. This campaign includes collaborative branding, advertising, and signage, connecting Santa's Wonderland patrons to local deals, events, and activities exclusive to College Station over the holiday season.

The agreement preserves "College Station" signage at multiple locations throughout the park while taking advantage of the park's investment in transporting visitors to and from Post Oak Mall through the addition of co-branded vinyl decals on either side of the buses directing the public to Visit College Station's "Christmas in College Station" webpage. Additional benefits include marketing e-blasts to ticket purchasers to promote Christmas-related events and activities, logo displays on Santa's Wonderland's website, and sharing of photo and video assets for additional collaborative opportunities.

**Budget & Financial Summary:** This sponsorship agreement is for \$75,000 and will be paid for using Hotel Occupancy Tax revenues. The agreement is for one year (the 2023 holiday season), with the option to renew for two additional one-year terms.

**Attachments:**

1. Contract 23300810 Land of Lights



# CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 23300810 PROJECT #: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: Sponsorship Agreement

Name of Contractor: Land of Lights Inc., DBA Santa's Wonderland

CONTRACT TOTAL VALUE: \$ 75,000.00 Grant Funded Yes  No

If yes, what is the grant number:

Debarment Check  Yes  No  N/A Davis Bacon Wages Used  Yes  No  N/A

Section 3 Plan Incl.  Yes  No  N/A Buy America Required  Yes  No  N/A

Transparency Report  Yes  No  N/A

NEW CONTRACT  RENEWAL # \_\_\_\_\_  CHANGE ORDER # \_\_\_\_\_  OTHER \_\_\_\_\_

### BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)

One year term with an option to renew for two additional one-year terms. Sponsorship payments by City to Santa's Wonderland shall be made in two separate payments of \$37,500; one at contract execution, and the other midway through the season (October-December 2023).

Funding Account: 31210173-5399

(If required)\*

CRC Approval Date\*: 09/20/23 Council Approval Date\*: 09/28/2023 Agenda Item No\*: \_\_\_\_\_

--Section to be completed by Risk, Purchasing or City Secretary's Office Only--

Insurance Certificates: \_\_\_\_\_ Performance Bond: N/A Payment Bond: N/A Info Tech: N/A

### SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT \_\_\_\_\_ DATE \_\_\_\_\_

ASST CITY MGR – CFO \_\_\_\_\_ DATE \_\_\_\_\_

LEGAL DEPARTMENT \_\_\_\_\_ DATE \_\_\_\_\_

### APPROVED & EXECUTED

CITY MANAGER \_\_\_\_\_ DATE \_\_\_\_\_

N/A \_\_\_\_\_ DATE \_\_\_\_\_

MAYOR (if applicable) \_\_\_\_\_ DATE \_\_\_\_\_

N/A \_\_\_\_\_ DATE \_\_\_\_\_

CITY SECRETARY (if applicable) \_\_\_\_\_ DATE \_\_\_\_\_

## **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 opening day of Santa’s Wonderland (November 10, 2023) through December 30, 2023. “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 stay in City hotels.
2. Sponsorship. City agrees to sponsor the above-described event, program, or service by being a Cash Sponsor in the amount of Seventy-Five Thousand Dollars (\$75,000) to preserve the ‘College Station’ signage at the main entrance and the State of Texas flag (“College Station, Texas”) as well as adjacent to the snow play space at the former ice-skating rink location at Santa’s Wonderland (“College Station”) and carry out a marketing campaign for Santa’s Wonderland with increased emphasis on the City of College Station events and activities. Santa’s Wonderland shall submit an initial invoice to City in an amount not to exceed Thirty-Seven Thousand Five Hundred Dollars (\$37,500) within seven (7) calendar days of the execution of this Agreement and a final invoice to the City in an amount not to exceed Thirty-Seven Thousand Five Hundred Dollars (\$37,500) within seven (7) calendar days of November 15, 2023, requesting payment for services provided. Payment(s) shall be made within thirty (30) calendar days of City’s receipt of approved invoices.

3. Signage Recognition. In recognition of City's sponsorship set forth in this Agreement, Santa's Wonderland agrees to provide the following recognition from the first day of the venue opening for the 2023 season:

- (a) Snow Play Space - Santa's Wonderland will maintain prominently displayed, illuminated 'College Station' signage, accessible for photo opportunities of Santa's Wonderland guests at the snow play space (formerly the location of the ice skating rink) and said illuminated signage shall be consistent with previous seasons and no less than twenty-five feet wide by twenty feet tall.
- (b) Big Red Barn and State of Texas Flag - At the main entrance and the State of Texas flag, Santa's Wonderland will maintain illuminated 'College Station, Texas' signage consistent with previous seasons, being the 'College Station, Texas' sign on the big red barn and the 'College Station, Texas' sign on the illuminated State of Texas flag used for visitor photos.
- (c) Bus Decals - Signage shall also be displayed via large vinyl decals placed on either side of each bus transporting guests to and from the pick-up site at Post Oak Mall highlighting "Christmas in College Station" and featuring the "Visit College Station" logo, website, social media handles, and QR code encouraging patrons to download the "Christmas in College Station" mobile pass. Signage shall be clearly visible to the public and illustrate the partnership between City of College Station and Santa's Wonderland.
- (d) For the avoidance of doubt, all costs related to signage, including but not limited to production and installation, shall be inclusive of this Agreement and paid for by Santa's Wonderland.

4. Marketing Recognition. The Santa's Wonderland marketing campaign will reach individuals outside of a seventy-five (75) mile radius of the City and shall encourage visitors to stay, eat, shop, and play in College Station over the Christmas season. Santa's Wonderland marketing emails to email addresses previously provided by Santa's Wonderland patrons and Santa's Wonderland website subscribers will highlight "Christmas in College Station". Strategic emails designed by Santa's Wonderland shall contain the "Christmas in College Station" logo and link. Links to the "Christmas in College Station" landing page and "Visit College Station" website shall also be prominently displayed on the Santa's Wonderland website. Santa's Wonderland shall provide detailed reports containing online traffic generated to the "Christmas in College Station" landing page and Visit College Station website. Santa's Wonderland shall share photo assets with the City for approved uses in complementary marketing collateral.

5. 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.

6. 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.

7. 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 Wonderland'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.

**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, suites, 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 causes by or alleged to be causes by, arising out of, or in connection with 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 Services 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.

**Workers' Compensation/Employer's Liability Insurance.** The Workers' Compensation Insurance shall include the following terms:

- (a) Employer's Liability minimum limits of liability not less than \$1,000,000 for each accident/each disease/each employee required;
- (b) "Texas Waiver of Our Right to Recover from Others Endorsement, WC 42 03 04" shall be included in this policy; and
- (c) TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those named in Item 3A and the States of NV, ND, OH, WA, WV, and WY".

**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 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 A, 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. Verification No Boycott. To the extent applicable, this Contract is subject to the following:

- (a) Boycott Israel. If this Contract is for goods and 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 Contract.
- (b) Boycott Firearms. If this Contract is for goods and services subject to § 2274.002 Texas Government Code, User verifies that it i) does not have a practice, policy, guidance, or directive that discriminated against a firearm entity or firearm trade association; and ii) will not discriminate during the term of this Contract against a firearm entity or firearm trade association; and
- (c) Boycott Energy Companies. Subject to § 2274.002 Texas Government Code, User herein verifies that it i) does not boycott energy companies; and ii) will not boycott energy companies during the term of this Contract.
- (d) Amendment. This Agreement may only be amended by written instrument approved and executed by both parties.
- (e) This Agreement shall never be deemed or construed to create a partnership or joint venture between the parties.
- (f) 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.
- (g) 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.

(h) 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: \_\_\_\_\_