

**July 25, 2024**

**Item No. 6.9.**

**2024 Santa's Wonderland Sponsorship Renewal**

**Sponsor:** Michael Ostrowski, Chief Development Officer

**Reviewed By CBC:** N/A

**Agenda Caption:** Presentation, discussion, and possible action regarding an amendment to and renewal of 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 amendment to the sponsorship agreement.

**Summary:** The City of College Station will be celebrating its fifth year of the "Christmas in College Station" campaign in 2024. This partnership with Santa's Wonderland, a premier Christmas destination, encourages visitors to stay, shop, dine, and play in College Station. The amendment preserves the collaborative branding, advertising, and signage of the previous year, while also adding some additional on-premise recognition. However, Santa's Wonderland has purchased land across Highway 6 to serve as additional parking for patrons. Given this, they will no longer be busing patrons to and from Post Oak Mall, but rather this parking area. While the buses will no longer be running to and from Post Oak Mall, overall, the proposed modifications, including Christmas in College Station on-premise, will enhance visibility and connect Santa's Wonderland patrons to local deals, events, and activities exclusive to College Station over the holiday season.

This will be the first of two option renewals to the sponsorship agreement executed in 2023.

**Budget & Financial Summary:** There is no change in the budget amount. The amendment to the sponsorship agreement renews the agreement for \$75,000 and will be paid for using Hotel Occupancy Tax revenues.

**Attachments:**

1. Amendment No 1 Land of Lights COCS

**FIRST AMENDMENT TO CITY OF COLLEGE STATION  
SPONSORSHIP AGREEMENT**

This First Amendment (“Amendment”) is made and entered into by and between the **City of College Station**, a Texas Home-Rule Municipal Corporation (the “City”), and **Land of Lights, Inc., DBA Santa’s Wonderland**, a Texas corporation (“Santa’s Wonderland”), hereinafter collectively referred to as the “Parties”.

**WHEREAS**, the Parties entered into the City of College Station Sponsorship Agreement dated September 29, 2023 (“Agreement”) for the promotion of “Christmas in College Station” in Santa’s Wonderland; and

**WHEREAS**, the Parties desire to amend the Agreement by extending the term for one additional 1-year renewal period and revising the Signage Recognition section of the Agreement; and

**NOW THEREFORE**, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. The Parties mutually agree to renew the Agreement for an additional one (1) year term beginning September 30, 2024 through September 30, 2025 for an amount not to exceed **Seventy-Five Thousand Dollars (\$75,000.00)**. This is the first renewal option after the initial one (1) year contract term.

2. Section 1, “Event/program/service”, will be deleted in its entirety and replaced with the following:

“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 through December 30th of the current year of this Agreement. “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.”

3. Section 2, “Sponsorship”, the second sentence of which is hereby deleted and replaced with the following:

“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 after October 1st of the current year 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 15th of the current year, requesting payment for services provided.”

4. Section 3, “Signage Recognition” will be deleted in its entirety and replaced with the following:

“3. Signage Recognition. In recognition of City’s sponsorship set forth in this Agreement, Santa’s Wonderland agrees to provide the City of College Station the exclusive right to market and/or advertise as a municipality and/or destination marketing organization through the following means:

- (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 the nearby parking lot(s), 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) On-Premise Signage - Signage shall be displayed at both entrances to the park and included on the Santa’s Wonderland park map 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.
- (e) 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.”

3. All other terms, covenants and conditions of the Agreement shall remain in full force and effect.

*[Signatures follow on Next Page]*

**IN WITNESS WHEREOF**, authorized representatives of the parties have executed this Amendment to be effective as of the last date specified below.

**LAND OF LIGHTS DBA  
SANTA'S WONDERLAND**

**CITY OF COLLEGE STATION**

By: Scott Medlin

Printed Name: Scott Medlin

Title: Manager

Date: 7/12/2024

By: \_\_\_\_\_

**City Manager**

Date: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
**City Attorney**

Date: \_\_\_\_\_

\_\_\_\_\_  
**Assistant City Manager/CFO**

Date: \_\_\_\_\_