



**Fiscal Year 2020/2021 Hotel Occupancy Tax Funding Agreement
between the City of Seabrook and _____
for the _____**

THIS HOTEL OCCUPANCY FUNDING AGREEMENT (the "AGREEMENT") is entered into between the City of Seabrook, whose address is 1700 1st Street, Seabrook, TX 77586 (the "CITY"), and _____, _____, (the "EVENT HOLDER") who principal business address is _____, on this ____ day of _____, 2020, for the purpose of establishing certain conditions on the receipt, expenditure and use of CITY hotel occupancy tax funds by the EVENT HOLDER.

I. Use of City Funds

As a condition of the receipt of CITY funds amounting to \$_____ during the CITY budget fiscal year 2020/2021, the EVENT HOLDER hereby agrees to use and expend all such funds pursuant to:

- A. All applicable federal, state, and local laws; and
- B. The Use of Local Hotel Occupancy Tax Revenues as outlined by the Texas Hotel and Lodging Association.
 - 1. Every expenditure must directly enhance and promote tourism and the convention and hotel industry.
 - 2. Every expenditure must clearly fit into one of nine statutorily provided categories for expenditure of local hotel occupancy tax revenues.
 - a) Funding the establishment, improvement, or maintenance of a convention center or visitor information center.
 - b) Paying the administrative costs for facilitating convention registration.
 - c) Paying for advertising, solicitation, and promotions that attract tourists and convention delegates to the city or its vicinity.
 - d) Expenditures that promote the arts.
 - e) Funding historical restoration or preservation programs.
 - f) Funding certain expenses, including promotional expenses, directly related to a sporting event within counties with a population of under 1 million.
 - g) Funding transportation systems for tourists.
 - h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality.

II. Responsibilities between the CITY and the EVENT HOLDER

A. Responsibilities of the EVENT HOLDER

- 1. Meet the obligations as outlined in this agreement.
- 2. Complete and submit the City of Seabrook Special Event Permit Application 45 days in advance of the event/program.

3. Maintain an event/program website and marketing materials identifying the CITY as a sponsor by the placement of the City of Seabrook logo and links to the CITY'S tourism website www.seabrooklove.com.
 4. All Seabrook lodging facilities must be listed on the event/program website with current contact information and links to facilities.
 5. Notify all Seabrook lodging facilities of the event details and dates and allow for sufficient time for hotels/motels to participate in the bidding process for both primary bookings and overflow.
 6. Provide accountability and results as outlined in section IV of this AGREEMENT.
 7. Coordinate with city staff as needed.
- B. Responsibilities of the CITY
1. Promotional support of event/program.
 2. Provide CITY logo files and promotional collateral as requested and when available.
 3. Distribute funds as outlined below.

III. Disbursement of Funds

- A. Requests for disbursement shall be made by the EVENT HOLDER in writing, by means of an official invoice of the organization;
- B. The EVENT HOLDER shall request disbursement of funds as follows:
 1. All requests for the reimbursement of qualifying expenditures shall be made between October 15, 2020 and September 1, 2021.
 2. All requests for the reimbursement of qualifying expenditures shall include vendor invoicing and proof of payment.
 3. Funds will be issued in accordance with the CITY'S Purchasing Policy.

IV. Reporting Requirements

The EVENT HOLDER shall provide:

- A. A written Post-Event Report which includes:
 1. Detailed budget including a profit/loss statement
 2. Marketing plan
 3. Event/program details
 4. Documented proof that the event had a direct impact on Seabrook hotels
- B. The findings in the Post-Event report must be presented to Seabrook City Council at a regularly scheduled city council meeting within 60 days of the event/program completion.

V. Term and Termination

The term of this AGREEMENT shall be for one year beginning on October 1, 2020 and ending on September 30, 2021, unless terminated earlier in accordance with this AGREEMENT. Upon termination on September 30, 2021, the EVENT HOLDER will not be reimbursed for any expenditures that were not submitted in accordance to section III of this agreement.

With six (6) months written notice, the CITY may withhold, or reduce, the payment of any and all fund distributions allocated hereunder for any reason, including if the CITY, in its sole discretion, determines that such funds are needed to fulfill other CITY functions. In such an event, the CITY or the EVENT HOLDER may terminate this AGREEMENT with written notice to the other party, which shall be effective upon receipt. The CITY shall compensate the EVENT HOLDER for any

qualifying expenditures completed before the date that notice of termination was received upon adequate proof of payment prior to the termination date, as determined by CITY.

The CITY shall retain the authority to withhold any and all payments to the EVENT HOLDER if, in the sole judgement of the CITY, the proposed or continued use of the funds violates terms of this AGREEMENT, any applicable law, or is contrary to the appropriate use of public funds.

VI. Indemnification

The EVENT HOLDER shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations or omissions of the EVENT HOLDER or its employees, agents, representatives or other persons acting under EVENT HOLDER's direction or control in performing or failing to perform the Services under this Agreement. The EVENT HOLDER shall indemnify and hold harmless the CITY, its elected and appointed officials and its employees, agents and representatives (the "Indemnified Parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including, but not limited to, attorney fees, which may be made or brought or which may result against any of the Indemnified Parties as a result or on account of the negligent, grossly negligent, willful and wanton, or intentional actions or omissions of the EVENT HOLDER and/or its employees, agents or representatives or other persons acting under the EVENT HOLDER direction or control. If the EVENT HOLDER engages subcontractors to perform any part of the Services other than for the supply of goods, materials or supplies, the EVENT HOLDER shall include the provisions of this Section in any such subcontracts. The provisions set forth in this Section shall survive the completion of the Responsibilities and the satisfaction, expiration or termination of this AGREEMENT.

VII. Acknowledgement of Open Records Act

The EVENT HOLDER hereby acknowledges that the CITY is a public entity subject to the Texas Public Information Act, and as such, this AGREEMENT, and actions related thereto may be subject to the public disclosure thereunder.

EVENT HOLDER

Organization: _____
Signed: _____
By: _____
Title: _____

CITY

Organization: City of Seabrook
Signed: _____
By: _____
Title: _____

APPROVED

City of Seabrook, TX
By: _____
Thomas G. Kolupski
Mayor
Date: _____
Attest: _____
Robin Lenio, TRMC
City Secretary