



## **BAY AREA HOUSTON CONVENTION & VISITORS BUREAU DESTINATION MARKETING SERVICES PARTNER TOURISM AGREEMENT**

This Destination Marketing Services Partner Tourism Agreement (“AGREEMENT”) is made and entered into by and between the Bay Area Houston Convention and Visitors Bureau, a Texas non-profit corporation, P.O. Box 902, Kemah, Texas 77565 (hereinafter “CVB”), and the City of Seabrook, 1700 1<sup>st</sup> Street, Seabrook, Texas, 77586, a “Type A” corporation formed under the Texas Local Government Code and the Texas Non-profit Corporation Act, (hereinafter “CITY”) for the purpose described herein.

WHEREAS, CVB is a non-profit corporation organized to promote tourism within Bay Area Houston with an emphasis on destination marketing services, and;

WHEREAS, the City of Seabrook, Texas is located within Bay Area Houston,

WHEREAS, CITY is required by state law to promote tourism for the City of Seabrook, Texas (the City) within its municipal boundaries and the Council of the CITY has adopted a plan outlining these goals; and

WHEREAS, CITY may, by state law, spend hotel occupancy tax funds for marketing services to help meet its legislative mandate for tourism promotions; and

WHEREAS, CITY seeks assistance to fulfill its tourism goals with the CITY; and

WHEREAS, CVB is qualified and willing to perform such assistance function, now, therefore,

In consideration of the covenants and conditions stated herein, and in consideration of the mutual benefit that will accrue to each of the parties hereto, the Parties have agreed and do hereby agree as follows:

### **ARTICLE I Goals**

Section 1.01. CITY represents its tourism goals to include but may not be limited to the following:

- a. Enhance and promote tourism and the convention and hotel industry in Seabrook;
- b. Create overnight stays in Seabrook;
- c. Facilitate travel to Seabrook;
- d. Enhance the development and promotion of Seabrook as a tourist destination;
- e. Market and advertise Seabrook as a tourist destination;
- f. Enhance local and regional cooperation in the tourism industry;
- g. Provide visitors with local and regional information;
- h. Create a tourism culture conducive to the development and growth of visitors;
- i. Identify visitor sectors;
- j. Enhance the quality of life for those residing in, visiting and working in Seabrook;

- k. Promote art, historical and outdoor ventures;
- l. Attract and develop tourism-related businesses;
- m. Create and retain tourism-related jobs;
- n. Establish new partnerships for the promotion of tourism;
- o. Create favorable conditions for the community and business sectors to engage more with tourism development, travel and investment in tourism services and facilities.

## **ARTICLE II**

### **Qualifications of the CVB**

Section 2.01. The CVB represents that:

- a. The CVB is a non-profit entity that is authorized to promote and market Bay Area Houston as a tourist destination and is currently in good standing with State and Federal government;
- b. The CVB is engaged in an on-going effort to attract visitors to stay in local accommodations and encourages visitors to patronize area businesses.
- c. The CVB agrees to participate in joint projects and coordinate its activities with the CITY in an effort to reduce duplication of services and to enhance cooperation.

## **ARTICLE III**

### **Scope of Services**

Section 3.01. Services to be Provided: The CVB will provide the CITY with the following Partner Tourism Services:

- a. Complete CITY hotel/accommodation listings on the CVB website.
- b. CITY events, dining, shopping and attractions listings on the CVB website;
- c. Provide a dedicated webpage/section on the CVB website directly linked to the CITY's chosen website;
- d. CITY inclusion within all CVB niche marketing campaigns;
- e. Unlimited CITY specific search engine optimized website blogs as provided by the CITY;
- f. Search Engine Marketing campaigns directing traffic to the CVB website;
- g. Develop and create marketing and promotional collateral and assets;
- h. CITY to be identified as a Primary Partner on CVB collateral and marketing assets;
- i. Provide tourists with visitor information;
- j. Answer visitor inquiries and provide booking assistance to group requests;
- k. Develop, grow and maintain marketing email distribution list;
- l. Foster and develop relationships with local and state media;
- m. Develop, grow and maintain media/collateral library;
- n. The CVB provides membership resources for the CITY to local, state and federal tourism organizations;
- o. The CVB will interact with local, state and federal tourism organizations and chambers of commerce on a regular basis;
- p. The CVB will interact with the Texas Travel Alliance, Texas Hotel Lodging Association and other industry organizations to acquire tourism related data, trends and updates;

- q. Provide an annual marketing plan to the CITY outlining objectives, tactics, messaging and priorities to promote Bay Area Houston and participating members;
- r. Provide marketing reports to the CITY on the performance of the services described and outlined herein;
- s. Provide an annual budget to the CITY;
- t. Provide budget reports to the CITY;
- u. Engage with and foster relationships with CITY hotel/accommodations staff/management;
- v. Invitation to CITY officials and staff to all events organized and/or hosted by the CVB;
- w. The CITY to be given representation on the CVB Board of Directors.

Section 3.02. Upon request, the CVB will:

- a. Provide access to the CVB media/collateral library;
- b. Provide copies of the CVB reports relating to tourism trends and data;
- c. Provide copies of CVB collateral and marketing assets;
- d. Attend and promote CITY events;
- e. Provide presentations to CITY Council, boards and committees;
- f. Host hospitality/business/education events.

#### **ARTICLE IV Terms of Contract**

Section 4.01. This agreement is for the thirty-six-month period beginning January 1, 2023 and ending December 31, 2025.

#### **Article V Terms of Payment**

Section 5.01. CITY agrees to pay the CVB a total amount of FORTY-SIX THOUSAND SEVEN HUNDRED FIFTY AND NO/100ths DOLLARS (\$46,750) per calendar year for the performance of the services provided herein. Performance reports shall be provided to the CITY on a quarterly basis.

Section 5.02. The CVB, as part of the payment for services received, shall perform services outlined in this document.

Section 5.03. The CVB shall present a billing statement to the CITY describing the services performed. The CITY shall promptly process such statements and make payments within 45 days of receipt.

#### **ARTICLE VI Termination**

Section 6.01. The CITY may terminate this Agreement at any time by giving forty-five (45) days' written notice to the CVB. The CITY's right to terminate this Agreement for convenience is cumulative of all rights and remedies, which exist now or in the future.

Section 6.02. On receiving notice, the CVB shall, unless notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. Within forty-five (45) days of the termination date the CITY shall pay to the CVB, pro-rated on a

monthly basis, the fees for services rendered under this Agreement unless the fees exceed the allocated funds remaining under this Agreement.

Section 6.03. TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE THE CVB'S ONLY REMEDIES FOR THE CORPORATION'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. THE CVB WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM CITY'S TERMINATION FOR CONVENIENCE.

Section 6.04. Termination for Cause by the CVB: The CVB may terminate its performance under this Agreement only if the CITY defaults and fails to cure the default after receiving written notice of it. Default by CITY occurs if the CITY fails to perform one or more of its material duties under this Agreement. If a default occurs and the CVB wishes to terminate the Agreement, then the CVB must deliver a written notice to the CITY describing the default and the proposed termination date. The date must be at least forty-five (45) days after the CITY receives notice. The CVB, at its sole option, may extend the proposed termination date to a later date. If the CITY cures the default before the proposed termination date, then the proposed termination is ineffective. If the CITY does not cure the default before the proposed termination date, then the CVB may terminate its performance under this Agreement on the termination date. To effect final termination, the CVB must notify the CITY in writing.

Section 6.05. Termination for Cause by the CITY: If the CVB defaults under this Agreement, the CITY may either terminate this Agreement or allow the CVB to cure the default as provided below. The CITY's right to terminate this Agreement for the CVB's default is cumulative of all rights and remedies, which exist now or in the future. Default by the CVB occurs if:

- a. The CVB fails to perform any of its duties under this Agreement;
- b. The CVB becomes insolvent;
- c. All or a substantial part of the CVB's assets are assigned for the benefit of its creditors; or
- d. A receiver or trustee is appointed for the CVB.

Section 6.06. If a default occurs, the CITY must deliver a written notice to the CVB describing the default and the termination date. The termination date must be at least forty-five (45) days after the CVB receives notice. The CITY may extend the termination date to a later date. If the CITY allows the CVB to cure the default and the CVB does so to the CITY's satisfaction before the termination date, then the termination is ineffective. If the CVB does not cure the default before the termination date, then the CITY may terminate this Agreement on the termination date, at no further obligation of the Corporation.

Section 6.09. To effect final termination, the CITY must notify the CVB in writing. After receiving the notice, the CVB shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to the Agreement.

## **ARTICLE VII**

### **Miscellaneous**

7.01. The relationship of the CVB to CITY shall be that of an independent contractor. CITY shall have no authority to direct the day-to-day activities of any of the CVB's employees or representatives, shall have no

authority over the CVB's decisions, and shall have no rights to ownership of internal working papers or other information or data of the CVB, except as otherwise specifically authorized or required herein.

7.02. This Agreement shall be binding upon and inure to the benefit of CITY and the CVB and shall not bestow any rights on any third parties.

7.03. Failure of either party hereto to insist on the strict performance of any of the provisions hereof or failure of performance, shall not be considered a waiver of the right to insist on or enforce, by an appropriate remedy, strict compliance with any other obligation hereunder, or to exercise any right or remedy occurring as a result of any future failure of performance.

7.04. This Agreement shall be subject to and construed in accordance with the laws of the State of Texas and of the United States of America and is performable in Harris County, Texas.

7.05. All notices required or allowed hereunder shall be given in writing and shall be deemed delivered when actually received or on the third day following its deposit into a United States Postal Service post office or receptacle with prepaid postage affixed thereto, and sent by certified mail, return receipt requested, addressed to the respective party at the address set forth below, or at such other address the receiving party may have theretofore prescribed by written notice to the sending party:

**If to the CITY:**

City of Seabrook  
Attention: Gayle Cook  
1700 1<sup>st</sup> Street  
Seabrook, Texas 77586

**If to the CVB:**

Bay Area Houston CVB  
Attention: Amanda Alvarado  
P.O. Box 902  
Kemah, Texas 77565

7.06. This Agreement contains the entire agreement of the parties and any changes and amendments hereto must be in writing and signed by both parties. This Agreement is executed in two originals.

**If to the CITY:**

City of Seabrook  
Attention: Gayle Cook  
1700 1<sup>st</sup> Street  
Seabrook, Texas 77586

**If to the CVB:**

Bay Area Houston CVB  
Attention: Amanda Alvarado  
P.O. Box 902  
Kemah, Texas 77565

7.07. This Agreement contains the entire agreement of the parties and any changes and amendments hereto must be in writing and signed by both parties. This Agreement is executed in two originals.

[EXECUTION PAGE TO FOLLOW]



**EXECUTION PAGE**

ATTEST CITY OF SEABROOK

CITY OF SEABROK

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Robin Lenio  
City Secretary

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Thom Kolupski  
Mayor

ATTEST BAHCVB

BAHCVB

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Kristin Edwards  
Board Chair-Elect/Secretary

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LeaAnn Dearman Petersen  
Board Chair