



HOT FUND GRANT FUNDING
CONTRACT FOR SERVICES
By and between the
Experience Bryan College Station
and

State of Texas
County of Brazos

Amount(s) Granted
\$ _____ from College Station
\$ _____ from Bryan

AGREEMENT

This agreement is between **Experience Bryan College Station**, (hereto referred as the “Experience BCS”), and _____, the organization which applied for and was approved for HOT Fund Event funding, (hereafter referred as the “ORGANIZATION”). This contract covers and/or addresses the disbursement, use and reporting of funds derived from the City of College Station and or the City of Bryan (hereto referred as the “CITY(IES)”) Hotel Occupancy Tax Revenue (HOT Revenue) funds as provided to the ORGANIZATION by Experience BCS through the HOT Fund Event Grand Funding Program.

The duration of this agreement shall be for _____.

PARTIES TO AGREEMENT

Experience Bryan College Station
1101 University Drive East, Suite 108
College Station, TX 77840
979-260-9898
www.experiencebcs.com
shannon@ experiencebcs.com
Shannon Overby, President/CEO

TERMS AND CONDITIONS

Funding for this Agreement is derived from a HOT Fund Event Grant Program approved by the CITIES which will first be approved by Experience Bryan College Station. The terms of Experience BCS/CITY contract applicable to the ORGANIZATIONS are expressly incorporated into this agreement. While this agreement imposes certain terms and conditions as required by Experience BCS/CITY contract, the ORGANIZATION agrees to perform any other obligation not specifically described herein which may be imposed upon the ORGANIZATION by the CITY(IES).

GENERAL OBLIGATIONS AND CONDITIONS

ORGANIZATION

1. The ORGANIZATION must be, and agrees to maintain itself, as an Organization in good standing, for the duration of this contract.
2. The ORGANIZATION shall, at all times, maintain financial records in accordance with Generally Accepted Accounting Principles and the rules and regulations of not-for-profit entities organized under the 501 sections of the Internal Revenue Service (IRS) Tax Codes.
3. The ORGANIZATION shall complete and provide Experience BCS and the CITY(IES) with standard budgetary and program information as requested.
4. The ORGANIZATION must submit the name, address, contact phone numbers, and email of two (2) designated representatives to Experience BCS within ten (10) regular business days of the execution of this contract.
5. ORGANIZATION representative(s) are responsible for all communication between Experience BCS and the ORGANIZATION and are responsible for dispersing pertinent information to the ORGANIZATION Board, administration and membership.
6. Texas law establishes a “two-part test” for the allocation and spending of HOT Revenue funds. Any project, activity, or organization must meet *both* criteria of the test in order to legally receive HOT Revenue funding.

ORGANIZATION allocated CITY HOT Revenue funds may be spent for day-to-day operations, supplies, salaries, office rental, travel expenses and other administrative costs, so long as those costs are directly associated with expenditures that pass the following two-part test:

§ 351.101. USE OF TAX REVENUE

- I. HOT Revenue shall be expended in a manner directly enhancing and promoting tourism and the convention and hotel industry.
- II. The event qualifies under AT LEAST ONE of the following categories:
 - 1) the establishment, improvement, or maintenance of a convention center or visitor information center
 - 2) the facilitation of convention registration
 - 3) advertising, solicitations and promotions that attract tourists and convention delegates to Brazos County

NOTE: If applying under this category, legitimate media must be utilized IN ADVANCE of the event (examples include direct mail, postage, newspapers,

- magazines, radio, television, billboards, newsletters, brochures and other collateral material).
- 4) the encouragement, promotion, improvement and application of the arts
NOTE: Must be a viable art form (examples include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording)
 - 5) the enhancement of historical restoration and preservation projects
 - 6) funding costs in certain counties to hold sporting events that substantially increase hotel activity: (City within counties of under 1 million population ****Brazos County currently qualifies under this statute**)
 - 7) the enhancement or upgrading of existing sports facilities or sports fields for certain municipalities
 - 8) funding transportation systems for tourists

That portion of total administrative costs for which HOT Revenue may be used shall not exceed that portion of administrative costs actually incurred in conducting the activities specified above

EXPERIENCE BRYAN COLLEGE STATION

As the primary regional destination marketing organization dedicated to enhancing the economic and social growth by marketing, promoting, developing and coordinating tourism, conventions, sports and hospitality opportunities in the area (as recognized by the City of Bryan, City of College Station and Brazos County) Experience BCS shall:

1. Represent the interests of the ORGANIZATION to local/regional government entities budget meetings or discussions of disbursement of HOT Revenue or other municipal funds used for tourism activities.

Matters which the ORGANIZATION wishes Experience BCS to bring before governmental entities must be presented to Experience BCS in sufficient time for appropriate action.

2. Experience BCS agrees to provide \$_____ in support for _____
_____ (event) to be held on _____.
3. In keeping with the spirit of equal opportunity for funds, a unified funding agency, and to avoid “double dipping”, as the ORGANIZATION is receiving funding support through the CITY HOT Revenues, the ORGANIZATION is restricted from soliciting additional funds from the CITY or other HOT funding entity for the duration of this agreement. Any solicitation of additional CITY or HOT funds may void this agreement and result in the loss of all CITY and/or Experience BCS funds to the ORGANIZATION during the period of this Agreement.
4. Any violation of these terms and conditions, especially the inappropriate use of HOT Revenue funds or the solicitation of funds from the CITY or other HOT funding entity may result in the forfeiture of funds, termination of this contract and the inability of the ORGANIZATION to apply for or receive future HOT funding through Experience BCS.

APPLYING ORGANIZATION

If granted HOT funds through the HOT Fund Expenditure Grant, the ORGANIZATION shall:

1. Adhere to the Texas State Tax Code related to the legal use of Hotel Occupancy Tax Funds (351.101. Use of Tax Revenue and 351.108. Records)
2. Present reasonable evidence the expenditure or event will directly promote tourism AND impact the hotel/convention business in Brazos County.
3. For any applicant applying for HOT funds to advertise an event, it is recommended these funds focus on targeting visitors outside a 50 mile radius of Bryan College Station.
4. Ensure a direct link to the Experience BCS website is included on ANY information provided to a registrant, vendor or event attendee, including but not limited to any event website.
5. If the funds are to be used for cooperative advertising support, submit final advertising copy to Experience BCS for approval no later than three (3) weeks before the publication proof deadline to ensure there is appropriate representation of the community and local lodging.
6. Ensure that any promotional materials (brochures, website, advertisements, etc) include the appropriate Experience BCS logo with the correct website link below the brand. The Experience BCS logo must be used on all advertising, print, television and online; and a website link provided.
7. Ensure that any promotional materials (brochures, websites, advertisements, etc) also include the appropriate city(s) logo(s). The funding city(s) logo(s) must be used on all advertising, print, television and online.
8. Provide Experience BCS with all post-event reports within sixty (60) days of the end of the event.

RECORDS, EVALUATIONS AND PAYMENTS

1. Accounting and financial records:
 - a. The ORGANIZATION shall maintain a complete and accurate financial record of each HOT Revenue fund expenditure in accordance with Generally Accepted Accounting Principles and the rules and regulations of not-for-profit entities organized under the 501 sections of the Internal Revenue Service (IRS) Tax Codes.
 - b. An ORGANIZATION with less than \$25,000 in annual expenses, including Experience BCS grant funding, is responsible for documenting internal control policies in order to receive grant funding.
 - c. An ORGANIZATION with annual expenses between \$25,000 and \$100,000, if grant funding received is less than \$30,000, must complete an Audit or submit an Agreed Upon Procedures review every three years.¹
 - d. An ORGANIZATION receiving \$30,000 or more in grant funding from Experience BCS, regardless of annual expenses, must submit an Audit or Agreed Upon Procedures Review annually.
 - e. An ORGANIZATION with annual expenses exceeding \$100,000, including grant funding, must complete an Audit or submit an Agreed Upon Procedures review annually.

¹ Note that ORGANIZATIONS receiving \$25,000 or more in grant funding in future fiscal years, regardless of annual expenses will be required to submit an Audit or Agreed Upon Procedures Review annually.

- f. The ORGANIZATION shall maintain a separate account specifically and exclusively for the use of CITY HOT Revenue funds granted to the ORGANIZATION.
- g. HOT Revenue funds shall be classified as restricted funds for audited financial purposes.
- h. The ORGANIZATION shall maintain records, accounts, reports, files or other documents relating to this agreement and the use of HOT Revenue funds for a minimum of five (5) years after the expiration of this agreement.
- i. Upon written request, the ORGANIZATION shall make such financial records available for inspection and review by the party making the request. The ORGANIZATION understands and accepts that financial records and any other records relating to this Agreement and the use of HOT Revenue funds shall be subject to the Public Information Act, Texas Government Code, Chapter 552.

1. Post Event Reports:

- a. The ORGANIZATION shall submit the following to Experience BCS within 60 days following the end of the event:
 - i. Post Event Analysis
 - ii. Narrative Summary of Activity Report
 - iii. Proof of proper accounting utilizing the HOT funds
 - iv. Samples of advertising indicating run times and media outlets utilized
 - v. Sample of program and/or schedule of the event
 - vi. Spreadsheet showing hotel activity

All post event documentation MUST be submitted through the online grant website within the specified timeline.

- b. The ORGANIZATION'S Post Event Reports shall be submitted to Experience BCS within sixty (60) days after the last day of the event, in order to receive the remaining funds.
 - c. It is the responsibility of the event to monitor the number of out-of-town guests who stay in Bryan and College Station lodging properties in relation to their event. We strongly recommend working with Experience BCS and the hotels to ensure proper credit and tracking. Some suggestions for tracking out-of-town guests would be to use a survey distributed to attendees. Please note that stated room nights generated will be subject to an audit by Experience BCS, City Manager and/or staff, or the City designee. It is suggested that the surveys are done on site at registration or online prior to the event. Experience BCS can provide guidance on what types of surveys to use or the best way to conduct a survey. You may also conduct a post event electronic survey. You must receive a 75% response rate from the survey in order to qualify for the remaining funding.
 - d. Failure to submit all required reports by the specified date may result in forfeiture of funds, may void and nullify this contract, may result in the loss of the remainder of this contract funding, and/or may disqualify the ORGANIZATION for future Experience BCS funding.
2. If requested, the ORGANIZATION shall make an annual report and presentation to the Bryan and/ or College Station City Council or Experience BCS. The CITY shall conduct a monitoring review of the ORGANIZATION as deemed necessary by the CITY to evaluate compliance with the provisions of this Agreement. Said monitoring may consist of on-site monitoring and reviews.
3. Funds will be disbursed once the post event report is provided, unless otherwise noted by the panel.

*The payment schedule can change without notice.

LIABILITY AND INDEMNIFICATION

1. The ORGANIZATION shall indemnify, hold harmless, and defend Experience BCS/CITIES, its officers, agents, volunteers, and employees 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 attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the ORGANIZATION under this 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 Experience BCS/CITIES, any other party indemnified hereunder, the ORGANIZATION or any third party.
2. The ORGANIZATION assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges Experience BCS/CITIES, its officers, agents, volunteers, and employees 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, alleged to be caused by, arising out of, or in connection with the ORGANIZATION's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of Experience BCS/CITIES, any other party released hereunder, the ORGANIZATION, or any third party.
3. The ORGANIZATION shall procure and maintain, at its sole cost and expense for the duration of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the work done under this Agreement by the ORGANIZATION, its officers, agents, volunteers, and employees.
4. Experience BCS reserves the right to amend any portion of this agreement if it is determined by the Experience BCS Board of Directors and/or the CITIES that it is in the best interests of Experience BCS or the CITIES to do so.

ACKNOWLEDGEMENT

1. In all ORGANIZATION-related published material, announcements and advertising, whether printed, spoken or electronic; as well as performances, programs or activities, public or private, taking place for the duration of this agreement, the ORGANIZATION shall:
 - a. Include a notice which reads:
“This program made possible in part through Hotel Occupancy Tax Revenue funded through Experience Bryan College Station and the City of <Bryan and/or College Station>”
 - b. If there is no published event material, a sign must be displayed and a verbal announcement must be made at the time of the event.
 - c. Use the officially approved and sanctioned current Experience BCS and cities logos – these will be provided electronically and will be available via the Experience BCS website at: **www.experiencebcs.com**

REVISIONS

1. Any changes to the scope, objective or content of this project which will affect the budget provided with the ORGANIZATION grant application must be submitted to Experience BCS through the grant website.
2. Changes to the scope, objective or content of this project and changes in the budget must remain within the guidelines of the use of HOT Revenue funds as outlined in General Obligations and Conditions above.
3. Any changes to the scope, objective, content or budget of this project may result in the loss or forfeiture of Experience BCS/HOT Revenue funding.

SIGNATURES

Experience BCS and the ORGANIZATION agree to comply with all the rules, regulations, responsibilities and stipulations of this Agreement. In keeping with the Agreement, the ORGANIZATION agrees it will comply with all the regulations reasonably adopted by the CITIES and Experience BCS in regard to the use and allocation of HOT Revenue funds and any violation of such rules (if not cured within 60 days after reasonable notice) will result in the termination of this agreement and all terms therein.

Experience Bryan College Station

Acting by and through:

Shannon Overby, CMP
President/CEO

Date

Acting by and through:

Signature

Name: _____

Organization: _____

Title: _____

Date