

## **TOURISM PROMOTION AGREEMENT**

Enchant Christmas St. Petersburg

**THIS AGREEMENT** is made and entered into as of the 16 day of December, 2021 (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (“County”), for and on behalf of Visit St. Petersburg/Clearwater (“VSPC”), and Enchant Christmas LLC a foreign limited liability company (“Event Organizer”) (collectively, the “Parties,” or individually, a “Party”).

### **WITNESSETH:**

**WHEREAS**, in accordance with Section 118-32, Pinellas County Code, and Section 125.0104(5)(a)2., Florida Statutes, VSPC is responsible for promoting tourism in Pinellas County, including funding activities, services, and events that have as one of its main purposes the attraction of tourists; and

**WHEREAS**, the County, on behalf of VSPC, agrees to provide Tourist Development Tax funding for Enchant Christmas St. Petersburg to be held November 26, 2021, through January 2, 2022 (“Event”), organized and operated by the Event Organizer to promote Pinellas County tourism as described in the promotion program as defined herein.

**NOW, THEREFORE**, in consideration of the foregoing and mutual covenants herein contained, the Parties agree as follows:

1. The term of this Agreement shall commence on the Effective Date and shall remain in full force and effect through July 2, 2022, unless otherwise terminated as provided herein.

2. The County agrees to pay to the Event Organizer the sum of Twenty-Five Thousand Dollars (\$25,000.00) for Sponsorship benefits and up to the sum of Fifty Thousand Dollars (\$50,000.00) for Marketing and Advertising expenditures for a total sum of Seventy-Five Thousand Dollars (\$75,000.00) as an Event sponsor, to sponsor, promote and market Pinellas County tourism in connection with the Event as defined in the promotion program described in Exhibit A attached hereto and made a part hereof (“Promotion Program”). The County shall pay the funding herein in accordance with the following:

A. Marketing and Advertising expenditures shall be paid on a reimbursement basis upon submittal of required documentation to the County which shall include: (i) a copy of subcontractor/vendor invoices for which Event Organizer is seeking reimbursement; (ii) proof of payment of the invoices by the Event Organizer such as a cancelled check or acknowledgement of receipt of payment from the subcontractor/vendor; and (iii) documentation showing that the items invoiced were provided or produced such as proofs or samples that match the marketing plan attached hereto as Exhibit B and made a part hereof.

B. The funding herein shall be due and payable within forty-five (45) calendar days of Event completion, upon Event Organizer submitting an invoice with all documentation required in Section 2.A and 2.H. at the address set out in Section 4.

C. Payment shall be made by the County to the Event Organizer in accordance with §218.70 et seq., Florida Statutes, “The Local Government Prompt Payment Act.”

D. In the event the Event Organizer: (i) cancels the Event or does not conduct the Event for any reason including, but not limited to, voluntary action or non-voluntary mandates; or (ii) is not in compliance with the terms and conditions of the Agreement; or (iii) is dissolved, or ceases or suspends its operations for any reason, then any sums not paid or disbursed to the Event Organizer are hereby deobligated, and shall not be paid unless this Agreement is amended in writing by mutual agreement of the Parties expressly authorizing payment of the funding herein on the revised terms as provided in said amendment. The parties further agree that if an Event Organizer cancels an event per (i, ii, or iii) above post a fully executed funding agreement but pre-event, the Event Organizer shall either: 1) remit any sponsorship funding monies advanced pre-event which were used for operating expenses minus any value received by County up until cancellation as determined by VSPC staff; or 2) seek reimbursement for allowable marketing deliverables per the agreement, but only as to those actual, verifiable marketing deliverable costs incurred by the Event Organizer up until the time of cancelling the event and to the extent of value received by County as determined by VSPC staff.

E. The Event Organizer shall repay the County for all illegal or unlawful expenditures of the funding herein, or for expenditures made by The Event Organizer in breach of any covenant, term or condition of this Agreement, including illegal, unlawful, and/or unauthorized expenditures discovered after the expiration of the term.

F. The Event Organizer shall provide immediate written notice to VSPC if the Event is cancelled, rescheduled, or the scope of the Event is substantially changed from the Event as described in Event Organizer’s funding request.

G. The Event Organizer may amend or revise the Promotion Program only with the prior written consent from the Director of VSPC, or his designee.

H. The Event Organizer shall provide a written final report to VSPC within forty-five (45) calendar days of Event completion, which at a minimum shall include documentation establishing that the Event Organizer provided the promotional benefits described in the Promotion Program, including any documentation required in Exhibit A, and shall specify attendance at the Event and room nights generated by the Event in Pinellas County, the methodology used for computing the room nights which methodology must be documentable, supportable, and calculated in compliance with tourism market and research analysis industry standards, and such other information as required by VSPC. Failure to submit the report as required shall disqualify the Event Organizer from being eligible for funding in future years.

3. A. The Event Organizer shall organize, manage, operate and/or conduct the programs, activities, and events, and be solely responsible for all costs and expenses related to the Event.

B. The Event Organizer represents and warrants that it has substantial experience and skill in the business of organizing and promoting the Event and agrees to use its best efforts to organize, manage, operate and conduct the Event in a professional manner, calculated to create a quality, pleasant, enjoyable experience for all participants.

4. Each Party hereby designates the person set forth below as its respective contact person. The person designated herein shall be each Party's prime contact person for coordinating Promotion Program related activities. Notices or reports shall be sent to the attention of each Party's contact person by U.S. mail, postage prepaid, or email to the Parties' addresses as set forth below:

For the County:  
Craig Campbell, Director  
Community & Brand Engagement  
Visit St. Petersburg/Clearwater  
8200 Bryan Dairy Rd., Suite 200  
Largo, FL 33777  
craig@VisitSPC.com

For the Event Organizer:  
Heather Chamberlain  
Enchant Christmas LLC  
Suite 304-901 3<sup>rd</sup> Street W.  
North Vancouver, BC V7P 3P9 CA  
heather@enchantchristmas.com

Any changes to the above representatives or addresses must be provided to the other Party in writing.

5. A. The County reserves the right to terminate this Agreement, without cause, by giving fifteen (15) days advance written notice to the Event Organizer of its election to terminate pursuant to this provision. Should this Agreement be terminated, or the event postponed as provided herein, Event Organizer shall only be entitled to reimbursement of actual costs for goods and/or services received by County from Event Organizer up until the date of postponement or termination of this Agreement, as determined by VSPC staff. Reimbursement shall be based upon submittal and receipt of all supporting, appropriate documentation for such costs.

B. The failure of either Party to comply with any material provisions of this Agreement shall be considered in breach thereof, and shall be cause for immediate termination of the Agreement upon written notice to the defaulting Party.

C. The funds to be used for this Agreement are subject to periodic appropriation of funds by the County. Further, obligations under this Agreement are contingent upon the availability of funds. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay for any promotion benefits provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify the Event Organizer in writing of such failure of appropriation, and upon such notice, this Agreement shall terminate without penalty to the County.

6. A. The Event Organizer shall, upon request, permit the County to examine or audit all records and documents related to the Promotion Program provided for in this Agreement. Event Organizer shall maintain all such records and documents for at least three (3) years following termination of the Agreement, including but not limited to all documents in support of the Event Organizer's funding application and post event reporting.

B. The County through VSPC or VSPC's vendor, has the right to perform on-site surveys during the Event for the purposes of substantiating/verifying Event Organizer's final report and for collecting other information pertinent to the destination.

7. A. Neither the County nor the Event Organizer shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor the Event Organizer shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by the Event Organizer of its business, whether caused by the Event Organizer's negligence or willful action or failure to act.

B. The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon the Event Organizer or the Event Organizer's assets, or upon the County in connection with services performed or business conducted by the Event Organizer. Payment of all such taxes and liabilities shall be the responsibility of the Event Organizer.

C. The Event Organizer shall indemnify, pay the cost of defense, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including all costs of defense incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of the Event Organizer; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.

D. The Event Organizer shall secure and maintain the insurance coverages set out in Exhibit C attached hereto for the Event.

8. A. The Event Organizer shall comply with all applicable federal, state and local laws, rules, regulations and guidelines, relative to performance under this Agreement.

B. Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party.

C. Nothing in this Agreement shall be construed to benefit any person or entity not a Party to this Agreement.

D. In carrying out this Agreement, The Event Organizer shall not exclude from participation in, deny benefits to, or otherwise discriminate against, any person because of race, color, religion, sex, national origin, family status or handicap.

E. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements, communications, or representations, whether oral or written, with respect thereto.

F. No alteration, change, modification, amendment or waiver to or of this Agreement shall be valid or binding unless in writing and signed by both Parties hereto.

G. Nothing in this Agreement will be construed to create, or be implied to create any relationship between the County and any contractor, subcontractor or supplier of the Event Organizer, and at all times the Event Organizer is and shall remain an independent contractor and not an agent of the County or VSPC.

H. Sections 2.D, 2.E., 6.A., and 7.A., B., C. and D. shall survive the expiration of the term or termination of this Agreement.

I. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance.

J. This Agreement shall be construed, interpreted, and governed by the laws of the State of Florida.

9. Event Organizer acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County Public Records Policies. Event Organizer agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Event Organizer agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes and County policy for locating and producing public records during the term of this Agreement.

10. By signing this Agreement as provided below, Signer attests to all of the following:

A. Signer has the legal authority to enter into the Agreement on behalf of the Applicant organization;


B. Signer is not deriving any direct or indirect benefit or bonus, monetary or otherwise, from the Applicant organization or any other party, including signer's employer, as a result of this funding award; and


C. Signer is not aware of any other third party deriving any direct or indirect benefit or bonus, monetary or otherwise, from the Applicant organization or any other party as a result of this funding award.


**IN WITNESS WHEREOF**, the Parties herein have executed this Agreement on the day and year first above written.

**PINELLAS COUNTY, FLORIDA**  
by and through its County Administrator

**ENCHANT CHRISTMAS LLC**

By:   
\_\_\_\_\_  
Barry A. Burton

By:   
\_\_\_\_\_  
Kevin Johnston, President

**APPROVED AS TO FORM**  
By:   
\_\_\_\_\_  
Office of the County Attorney

[Corporate Seal]

**Pinellas County TDC Elite Event Funding FY22  
Benefits & Deliverables  
Exhibit A**

**Event Name: Enchant Christmas St. Petersburg (“Enchant”)  
Event Dates: November 26, 2021 – January 2, 2022  
Marketing & Advertising Up To Funding Amount: \$50,000  
Sponsorship Contribution: \$25,000  
VIK Contribution: \$13,125  
Total Contribution: \$88,125**

- I. VSPC will receive, in exchange for its financial support, the following benefits at no additional charge, except as noted:
  - A. Official Designation Status:
    - i. VSPC to be listed as Official Travel & Tourism Partner.
  - B. Marketing & Advertising Plan Funding Support
    - i. Pursuant to the marketing plan submitted by Enchant, a copy of which is attached hereto as Exhibit B, VSPC will reimburse Enchant up to the sum of \$50,000 for pre-Event marketing deliverables upon submittal and acceptance of post-Event proof of performance documentation. Proof of performance shall include 3<sup>rd</sup> party invoice(s), proof of payment and proofs or samples that match the marketing plan.
  - C. Sponsorship Benefits
    - i. Marketing & Advertising Benefits
      - 1. Use of VSPC Logo (Logo provided by VSPC) on select marketing materials produced by Event for marketing and advertising, including but not limited to collateral, print ads, event handouts, digital signage.
      - 2. Use of VSPC Logo (Logo provided by VSPC) on signage at the light sculpture display inside Tampa International Airport with airport approval.
    - ii. Digital & Media Benefits
      - 1. VSPC logo on sponsorship page with hyperlink to VSPC website
      - 2. “Plan Your Stay” page highlighting things to do in Pinellas County, featuring logo and applicable links to VSPC website
      - 3. Attachment to Enchant Christmas emails with “Plan Your Stay” messaging.
      - 4. Four (4) Facebook Posts highlighting Pinellas County as a prime holiday fun destination
      - 5. Four (4) Instagram mentions highlighting Pinellas County as a prime holiday fun destination
    - iii. Event On-Site Benefits
      - 1. VSPC logo on sponsor signage inside the event
    - iv. Additional Benefits

1. Enchant to provide the following Tickets and Credentials for VSPC invited clients and promotional use:
    - a. Fifty (50) General Admission tickets
    - b. Twenty-Five (25) Star Experience Dinner tickets
  2. Subject to availability and with advanced booking, Enchant to provide two (2) suite rentals total to be used in marketing efforts for familiarization events, client meetings, promotional contest fulfillment, etc.
    - a. Ten (10) tickets per suite per night (20 general admission tickets included in the 50 described above)
    - b. Food is not included in the suite rentals
- II. VSPC will provide the following marketing and digital spends on behalf of:
- A. Digital & Media
    - i. VSPC will spend \$500.00 in a digital campaign and/or social media promotion to promote Enchant.
    - ii. VSPC will provide a website pixel for Enchant to implement on its website. The pixel will allow for improved digital retargeting and provide the event and VSPC robust visitor data, including bookings, visitor demographics and other pertinent booking information. Estimated \$3,125.00 value.
    - iii. VSPC will provide an onsite survey team to collect tourism-related data and information during the event. VSPC to develop the questionnaire and pay the cost for hiring and training staff as well as any promotional items used to incent participation. Event to provide space and power, if needed, upon request by VSPC and at no charge to VSPC. Estimated \$9,500.00 value.





# Enchant 2021: Elite Event Marketing Plan

## 1. Purpose of the Plan

The proposed 2021 marketing plan for Enchant St. Petersburg will aim to sell over 300,000 admission tickets to the event produced at Tropicana Field, with an added layer of focus on driving sales from drive markets including Orlando, Jacksonville, Miami, and Atlanta primarily.

## 2. Target Audiences and Personas

Four guest personas have been identified for 2021 tourism marketing:

- Holly Day (Women) - Social Adventurers
  - 25-34
  - Single, no kids
  - Middle class income
  - Active in the community, has lots of friends
- Piper Thomas (Families) - Wonder Moms
  - 35-45
  - More suburban
  - Married, 2 kids
  - Responsible planner, looks for great value, deals
- Irene Robertson (Grandparents/Empty Nesters) - Silver Spirits
  - 65+
  - More Suburban, middle class with some disposable income
  - Has many hobbies, likes to get together with friends
- Daniel Johnson (Husbands/Boyfriends) - Spontaneous Gifters
  - 22-35
  - Boyfriend/Husband, long-term relationship
  - Late Planner

### 3. Marketing Strategy

#### ADVERTISING AND PAID MEDIA

##### Digital Media Overview and Tactics

Digital Media will be used extensively to reach out of town visitors and attract tourism. We will tap several major ad networks, including Facebook/Instagram and Google Adwords, to target our main personas and other high affinity groups with the goal of helping them plan their stay in St. Petersburg for Enchant. Additionally, we will re-market to out of town guests who are already interested in Enchant, encouraging them to take advantage of hotel offers associated with Enchant.

In order to maximize the effectiveness of our advertising and create virality, we will pair our social media advertising with a ticket giveaway (and potentially hotel giveaway) package. This will create a feedback loop and amplify the message - not only will our beautiful advertising creative draw out of town visitors in, but the contest will promote social sharing and encourage them to notify their friends and neighbors.

Key ad formats include: Social media, Display, Search, Video Pre-roll (e.g. Youtube)



## Exhibit B

**Traditional Media Overview and Tactics**

Traditional media will be utilized for its high reach to draw broad awareness in key out-of-market locations. We will focus largely on radio as a cost effective way to reach targeted communities, while using on-air promotions to extend our reach and budget. For example, we can work with radio stations to place one week of ads with the following week being a ticket giveaway promotion. This would double our campaign lengths and reach even more people in a cost effective way. In previous years, similar promotions delivered media value 5x greater than Enchant's paid investment.

Sample radio targets would include:

- Orlando - Magic 107, Z88.3, WWKA and other like-minded stations.
- Jacksonville - WEJZ, WJCT
- Miami - 101.5 Lite FM, Easy 93.1

Digital ad buys with local publications will be pursued to increase our online footprint and presence within the community, driving more out-of-town traffic to our website that can be later 're-marketed' through digital ad networks.

In addition to out-of-market tactics mentioned above, "staycation" messaging will be served to regional audiences. Local media buys connect with Hillsborough, Pasco, Polk, and other surrounding counties residents encouraging and extended stay in Pinellas County. Promotions and media talent endorsements focus on special offers, hotel packages, and cross-promotions with fellow attractions. For reference, Enchant's 2019 - Traditional Media Report has been included below.

**EMAIL MARKETING****Email Marketing Overview and Tactics**

Email marketing will be a cornerstone of our overall marketing strategy, but particularly useful in building relationships and driving traffic from guests outside of St. Petersburg. Through PR, advertising, partnerships, word-of-mouth, and other marketing channels, we will encourage people interested in Enchant to sign-up to receive emails from us. We will also collect contest submissions in our database. Through the use of geo-targeting, we will be able to identify the people who are outside our primary market and push relevant messaging, such as hotel packages, drive times, etc.

## Exhibit B

## Email Marketing: Example



## COMMUNICATIONS

## PR/Media Relations Overview and Tactics

PR/Media Relations will be leveraged in targeted drive markets and broader scoped travel-focused outlets to build general awareness of what Enchant is and all it offers. PR will support sales by boosting perception so that the other sales-driven marketing tools have a greater chance at success. Story pitching will showcase the event experience while also being tailored to speak to key travel incentives that Enchant will provide out-of-towners such as hotel packages in St. Petersburg. Key targets including: *Orlando Sentinel*, *Orlando Weekly*, WFTV 9, ClickOrlando.com, WESH 2, Florida-Times Union, News4Jax, First Coast News, *Miami Herald*, *Miami News Times*, WhereBy.Us, Miami CBS, WRLN, WSVN 7, *Travel + Leisure*, *Conde Nast Traveller*, etc.

## Influencer and Ambassador Marketing Overview and Tactics

Influencer and Ambassador Marketing is an extremely effective strategy for reaching new audiences. This season we will strategically build real, meaningful influencer and ambassador relationships in our target travel markets, and arm those individuals with on-brand tools and messaging tailored to the drive/travel mentality. The individuals will be selected based on their ability to prove an applicable audience pool (key determiner will be core follower-base in our target drive markets), brand and values alignment and work quality.

Influencers will be paid for their services as these contacts are defined by their professional approach to social media. Ambassadors will be dealt with in a trade capacity, as we see them as more everyday social media users with a deep love for Christmas and what Enchant is offering.

## Exhibit B

**Social Media Overview and Tactics**

We will utilize organic social media content to excite and incentivize travel to Enchant. This content sharing will support the paid social campaign, targeting our key drive markets - this content sharing will take place throughout the event run-up period (September 2021) through to the close of the event (January 2021). We will leverage all applicable social channels in this priority order: Facebook, Instagram, Instagram Stories, Instagram Live, Tik Tok, Pinterest, and Twitter.

**Experiential Marketing**

In 2021 there is opportunity to create meaningful connections between the Enchant brand and its guests. More than just promoting a certain product to a passive audience, experiential marketing is designed to have guests actively engage with our brand's identity and its core values. Enchant is exploring marketing efforts to make people feel involved and take ownership in the experience. This would include activations like having the community involved in voting for a charitable organization that Enchant would donate a portion of proceeds to. We would be able to do an interactive voting process and release social media updates to show the voting progress and promote buy-in and awareness. Other interactive and experiential marketing can be done with through partners in Pinellas County creating activations throughout the area to promote the partner and promote social sharing of Enchant. An example of this would be partnering with local artists to do a “mural series” that pops up leading up to the event and promotes instagrammable moments.

**PROMOTIONS****Partnerships Overview and Tactics**

Partnership marketing channels and endorsements play a significant role in gaining community buy-in while also providing new audiences for our marketing to reach. Finding the right partners in drive markets will be key. Enchant will strategically work with well-loved partners that align with our company values in target drive markets in order to build buzzworthy campaigns that inspire travel to Enchant this holiday season. Our goal is to collaborate with community partners on campaigns, products or services to give visibility to brands and to spread the news of Enchant. An example of this in 2019 was our partnership with Kahwa Coffee where we created a custom Enchant “Fa-la-la-latte” with cross-promotion in their stores and in the event where they set up their own mobile coffee shop. Further, we will leverage our CVB and venue partner relationships to market to their out of town lists, also inspiring travel to our destination.

## Exhibit B

Enchant will explore alignments with key third party ticket retailers, such as Goldstar, that have robust marketing lists in our target drive markets as well as fly markets to incentivize to those new audiences.

**Vendor Market** Overview and Tactics

Enchant features a Christmas Market with 50+ small businesses that are from the local and surrounding areas. This market is the perfect Christmas shopping experience for any giftable needs, and unique food and beverage offerings to make a memorable experience. This is an opportunity to showcase small businesses to visitors from out of town and help give them a platform to a larger audience. We feature our vendors and the Christmas Market in our lead up and event advertising as well as on our website, through email and our social media channels and encourage them to cross promote with us to their audiences.

**Grassroots** Overview and Tactics

Grassroots marketing spreads Enchant's magic throughout the city. It's all about expanding awareness, making friends, and building word-of-mouth. Standing out in the holiday hustle-bustle means Enchant has to go big. In 2021, we will strategically place our premium light sculpture displays at Tampa International Airport and within our host hotel lobby. These high profile placements provide guaranteed high traffic locations within the airport where tens-of-thousands of employees, local travelers, and passers-through will have a chance to engage with them and be encouraged to share them out via unique signage and messaging furthering the marketing. With our hotel partners and the subsequent lobby light sculpture displays we derive much of the same marketing benefits as the airport placements. In addition, we see the hotel lobbies linking even more directly to an increase in ticket sales and we'll be connecting displays to unique hotel-Enchant ticket packages and marketing those opportunities for guests via our display signage.

**WEBSITE****Website** Overview and Tactics

The Enchant website is one of the most important communication channels available, and the single most important event-owned channel. Enchant will leverage EnchantChristmas.com as an information hub, entertainment center, a platform for PR, a place for interested parties to get connected and involved and more. We will build a "Plan Your Stay" page full of travel tips and information geared toward the tourist in town for the event and more city exploration. Our proprietary ticketing system on our website will allow us to host ticket and hotel packages as well, further incentivizing St. Petersburg travel.

#### 4. BUDGET OVERVIEW

\$75,000\* TOTAL BUDGET

\$45,000 Digital Media

\$20,000 Traditional Advertising

\$5,000 Influencer/Ambassador Marketing

\$5,000 Promotions



# Enchant 2019: Traditional Media Report

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## **Traditional Media Mix**

Out-of-Home: 40% (Clear Channel Outdoor, Clear Channel Airport and Outfront Media)

Television: 32% (Local NBC and FOX affiliates)

Radio: 20% (iHeart Radio and Cox Media)

Print: 8% (Tampa Bay Times, tbt, Creative Loafing, Tampa Bay Parenting Magazine, Watermark Magazine and the Orlando Sentinel)

## **Out-of-Home Placement**

Run Dates: Various October 28 through December 25

Location #1: Digital Board: I-4 and 40th Street - 1,969,855 impressions

Location #2: Digital Board: I-275 and Waters - 2,078,599 impressions

Location #3: Static Board: Dale Mabry and Martin Luther King - 1,206,780 impressions

Location #4: Digital Board: I-75 and US 92 - 2,041,086 impressions

Location #5: Digital Board: I-275 and Gandy Blvd;@ 1,420,398 impressions

Location #6: Digital Board: Veteran's and Courtney Campbell - 447,474 impressions

Location #7: Digital Board: I-275 and North Blvd - 364,667 impressions

Location #8: Digital Board: I-275 and Dale Mabry - 1,890,774 impressions

Location #9: 4x Video Boards:Tampa International Airport - 4,578,999 impressions

BONUS: Clear Channel Outdoor - N/A impressions

BONUS: Outfront Outdoor - 471,983 impressions

## **Television Placement**

Station #1: WTVT (FOX)

Run Dates: November 6 - December 13

Placement: On-air News and Ryan & Kelly (23x spots), station website, WTVT app,

OTT

Promotion: December 3-9, viewers entries for a chance to win 4 tickets to Enchant! 57x (:10 & :20) on-air spots, website display and mobile app banners help promote the contest for a promotional value of \$12,555. 1,923 viewers entered the contest.

Station #2: WFLA (NBC)

Run Dates: November 11 - December 13

Placement: TODAY and Ellen (24x spots), station website and WFLA App



## Exhibit B

Promotion: December 13-20, national viewers entries for a chance a year's worth of their mortgage/rent paid. A local winner enjoyed 2 tickets to Enchant! 100x on-air spots, 434,986 digital impressions (website display, mobile app banners pre-roll) supported the contest for a promotional value of \$13,500. 1,248 local viewers entered the contest.

**Radio Placement**

## Radio Partner #1: iHeart Radio

- Paid Spots and Run Dates
  - 145x :30 spots from November 7- December 15 on WFLZ, WFUS and WMTX
- Promotions
  - 17 promotions, November 11- December 20 on WFLZ (Top 40), WFUS (Country), WMTX (AC), WBTP (Urban), WRUB (Spanish), WXTB (Rock) WDAE (Sports)

## Radio Partner #2: Cox Media Group

- Paid Spots and Run Dates
  - 32x :30 spots from November 11- December 15 on WDUV and WWRM
- Promotions
  - 10 promotions, November 11- December 16 on WDUV (AC), WWRM (AC), WXGL (Classic Rock), WPOI (Top 10), WHPT (Rock)

**Print Placement**

Tampa Bay Times (Local Daily: Weekend Section - 556,700 readership )

- Run Dates: November 7, November 14, November 21, December 5

Tampa Bay Times (Holiday Gift Guide - 896,700 readership)

- Run Date: November 28

tbt (Daily Entertainment - 258,000 readership)

- Run Dates: November 7, November 14, November 21, December 5

Creative Loafing (Alternative Weekly - 202,879 readership)

- Run Date: November 14

Watermark Magazine (LGBTQ Bi-Weekly - readership)

- Run Dates: November 14 & 27
- Promotion: 2 tickets for Enchant given away at "Watermark Wednesday ", November 13th.

Tampa Bay Parenting Magazine (Monthly Parenting - 50,000 readership)

Exhibit B

- Run Dates: November & December Issues
- Promotions: Social Media Give-aways, newsletter and calendar listing

## EXHIBIT C INSURANCE REQUIREMENTS

The following insurance requirements are included in this agreement:

Enchant Christmas LLC (EC) shall obtain and maintain at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Within ten (10) calendar days of executed Agreement, the **EC** shall provide the **COUNTY** with properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced in paragraph three (3) for Additional Insured shall be attached to the certificate(s).

No Services shall commence under this agreement unless and until the required Certificate(s) of Insurance are received and approved by the **COUNTY**. Approval by the **COUNTY** of any Certificate of Insurance does not constitute verification by the **COUNTY** that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Agreement. **COUNTY** reserves the right to require a certified copy of the entire insurance policy, including endorsements, at any time during the Agreement period.

If any insurance provided pursuant to the Agreement expires prior to the expiration of the Agreement, renewal Certificates of Insurance and endorsements shall be furnished by the **EC** to the **COUNTY** at least thirty (30) days prior to the expiration date.

**EC** shall also notify **COUNTY** within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said EC from its insurer. Notice shall be given to: **Pinellas COUNTY Risk Management Department**, [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org); and nothing contained herein shall absolve EC of this requirement to provide notice.

Should the **EC**, at any time, not maintain the insurance coverages required herein, the **COUNTY** may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the **COUNTY** and charge the **EC** for such purchase. The **COUNTY** shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the **COUNTY** to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

The **COUNTY** reserves the right, but not the duty, to review and request a copy of the **EC's** most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

Each insurance policy shall include the following terms and/or conditions in the policy:

- (1) The Named Insured on the Certificate of Insurance must match the entity's name that is signing the Agreement.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against **COUNTY** for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of the **EC**.
- (3) The term "**COUNTY**", or "**Pinellas COUNTY**" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of **COUNTY** and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas **COUNTY**.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by **COUNTY** or any such future coverage, or to **COUNTY's** Self-Insured Retentions of whatever nature.

**EXHIBIT C  
INSURANCE REQUIREMENTS**

- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any certificate of insurance evidencing coverage provided by a leasing company for either Workers Compensation or Commercial General Liability shall have a list of covered employees certified by the leasing company attached to the Certificate of Insurance. The **COUNTY** shall have the right, but not the obligation to determine that the **EC** is only using employees named on such list to perform work for the **COUNTY**. Should employees not named be utilized by EC, the **COUNTY**, at its option may stop work without penalty to the **COUNTY** until proof of coverage or removal of the employee by the **EC** occurs, or alternatively find the **EC** to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of **Pinellas COUNTY** from the **EC**.
- (8) The insurance requirements for this Agreement, which shall remain in effect throughout its duration, are as follows:

1. **Workers' Compensation Insurance:** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

If Licensee/EC/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

2. **Commercial General Liability Insurance** including, but not limited to, Independent VENDOR, Contractual Liability Premises/Operations, Products/Completed Operation and Personal Injury.

Limits	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal Injury and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

3. **Property Insurance** EC will be responsible for all damage to its own property, equipment and/or materials.