

Galacticon 2026
Lodgers' Tax Sponsorship Agreement

The Roswell Galacticon Lodger's Tax Sponsorship Agreement ("Agreement") is hereby entered into on this ____ day of _____, 202__ (the "Effective Date"), by and between the CITY OF ROSWELL, NEW MEXICO ("City"), a political subdivision of the State of New Mexico, located at 425 N. Richardson, Roswell, NM 88201, and the ROSWELL GALACTICON is incorporated in New Mexico, whose principal address is 1801 E. College, Roswell, NM 88201 ("Galacticon"), collectively referred to herein as the Parties.

Article 1.0 PURPOSE

- 1.1 Galacticon is in an annual tourist event during the City of Roswell UFO Festival.
- 1.2 In order to generate funds to pay the expenses of operating Galacticon, Galacticon contracts with businesses to promote their goods and services at the event.
- 1.3 The Sponsor desires to utilize the public relations opportunities offered by Galacticon to promote goods/services and the **City** as a whole.

Article 2.0 SPONSORSHIP PACKAGE

- 2.1 Galacticon shall:
 - a. display prominently the "Paid in Part by The City of Roswell" logo or the wording "Sponsored by the City of Roswell" on any publication (including electronic), at tourist-related event, or attraction(s) from which sponsorship funds are expended. Logos shall be published consistent with Roswell's logo guidance, as shown in Exhibit 1; and
 - b. provide that any publication (including electronic and radio), tourist-related event, or attraction from which sponsorship funds are expended shall be free admission to students and children when accompanied by an adult ticket holder during Galacticon; and
 - c. expend funds exclusively for publications, tourist-related events, or attractions that are reasonably considered family-friendly; and
 - d. expend or encumber all funds before the final day of Galacticon; and
 - e. comply with all policies, rules, and regulations applicable to each event under City laws and policies; and
 - f. Provide receipts and proof of performance of all expenditures made with sponsorship funds before 30 days of the last day of the event to the City of Roswell Special Event Supervisor.

- 2.2 Sponsor will be included on the Sponsor Page of Galacticon with a link to the sponsor's page (link: www.seeroswell.com).
- 2.3 Sponsor will be included on the Sponsor Page of any event programs, fliers, postcards, posters, or any other advertising, if produced.

Article 3.0 CONSIDERATION

- 3.1 The Sponsor shall provide to Galacticon cash consideration of **\$6,200** in consideration for the advertising services provided under Article 3.0.
- 3.2 The amount set forth in paragraph 4.1 shall be due to Galacticon within fourteen (14) days of the signing of this Agreement.

Article 4.0 INSURANCE

- 4.1 **Galacticon** shall maintain the policies of insurance as required under the special events policy of the City and shall indemnify and hold harmless the City for any liability that may result from any events in which sponsorship funds are utilized.

Article 5.0 TERMINATION

- 5.1 Either Party may terminate this Agreement at any time during the Term or any Renewal Term hereof by giving 30 days written notice in advance. Termination under this Section shall not terminate, prejudice, or otherwise affect any right or obligation accruing hereunder before the termination. Upon termination, all unexpended funds shall be returned to the City.

Article 6.0 ASSIGNMENTS

- 6.1 The rights and duties under this Agreement cannot be assigned, delegated, or otherwise transferred or encumbered by Galacticon without prior written consent of the City, which the City may withhold in its total discretion.

Article 7.0 MISCELLANEOUS

- 7.1 City shall have the right, at all reasonable times, to inspect Galacticon goods, services, and promotional activities employing the City of Roswell logo to ensure that such use is of proper quality and otherwise consistent with this Agreement, and may terminate this Agreement should the City determine that the use is inconsistent with this Agreement.
- 7.2 The Parties agree that no failure to exercise and no delay in exercising any right, power or privilege under this Agreement on the part of either Party shall operate as a waiver of any right, power, or privilege under this Agreement.
- 7.3 Any failure to submit receipts shall result in an obligation that Galacticon return any unaccounted-for consideration.
- 7.4 Choice of law shall be New Mexico, and venue shall rest in Chaves County, NM, in the event of any dispute.

IN WITNESS WHEREOF, Galacticon and the City of Roswell have caused this Agreement to be executed by their duly authorized officers on the __ day of _____ 202__, the Effective Date hereof.

“City”

CITY OF ROSWELL

By: Hessel Yntema
City Manager

“Galacticon”

Galacticon

By: Elaine Mayfield
Director

CITY SEAL

Amalia Martinez, City Clerk

Approved as to form:

Christopher J. Nairn-Mahan
City Attorney