



**NEVADA COMMISSION for the RECONSTRUCTION of the V&T RAILWAY
("V&T Railway Commission")
Agenda Report**

Date Submitted: 11/22/21

Meeting Date Requested: 11/30/21

Time Requested: 5 Minutes

To: NEVADA COMMISSION for the RECONSTRUCTION of the V&T RAILWAY Commissioners

From: David Peterson

Subject Title: Discussion and possible action regarding ratification of a revenue agreement, with Storytime Photography, to provide photos with Santa for customers who visit the Eastgate Depot during Polar Express.

Staff Summary: *Ratification of a revenue agreement to provide photos with Santa for customers who visit the Eastgate Depot during Polar Express, by Storytime Photography.*

Type of Action Requested:

Resolution

Ordinance

Formal Action/Motion

Other (Specify) Presentation Only

Recommended Board Action: *I move to ratify revenue agreement with Storytime Photography.*

Applicable Statute, Code, Policy, Rule or Regulation: n/a

Fiscal Impact: Increase The Polar Express revenue

Explanation of Impact:

Funding Source:

Supporting Material/Attachments: 20211130_Item 10_StoryTimeContract.pdf

Prepared By: Allyson Bolton, Atypical Consulting and Events



Dear ATYPICAL CONSULTING AND EVENTS,

I would like to thank you for this opportunity to provide the V&T Railway with a Santa photo experience for the Polar Express 2021. It is understood this year's event dates are November 18, 19, 20, 21, 26, 27, 28 and December 2, 3, 4, 5, 9, 10, 11, 12, 16, 17, 18, 19, 21, 22, 23 & 24 2021 for a total 23 days in the event. The start time for each day is 4:00 pm and finishing at about 10:00 pm. The intent is to provide clients with a printed photograph or digital media of an individual/group prior to them leaving the site. Pricing of the delivered photographs and packages are as follows; the first print with a keepsake folder will be \$20, all additional prints thereafter will be \$7/ea. The memory sticks with 5-8 images will be \$45/ea., and additional keepsake folders \$7/ea.

Fees: For these services V&T Railway will receive 30% of gross proceeds from the prints and digital media produced at the site by *Storytime Photography*. V&T Railway Commission will be responsible for any and all Royalty payment to Railevents. *Storytime Photography* will not pay anything directly to Railevents. 30% Gross revenue of sales will include all fees paid by *Storytime Photography*.

Storytime Photography will provide to the V&T Railway, one photographer, digital assistants, and Santa. All cameras, flash gear, stands and tripods; printers, PCs and supplies for the printers, photo folders (keepsake folder), digital memory sticks, floor covering in picture taking area, decorations in picture taking area, and perform our own cashier operations. V&T Railway shall provide the site, tents/building with adequate space (20'x30'), heat and lighting, power, and crowd assistants. V&T Railway will provide a high quality 12'X20' approved backdrop.

As part of the service agreement, V&T Railway shall not willfully and knowingly allow other professional photographers to conduct on site business for sale services for passengers of Polar Express. Also, V&T Railway shall not willfully or knowingly provide, install or construct a competing photo opportunity area in or around the event. We would also request to add some indication on your website that "photographs with Santa" would be available at the depot (for extra charge). And we would like to provide a poster to place in the depot ticket office behind the ticket agent indicating there are "photographs with Santa" available.

Storytime Photography would be willing to participate in a reasonable amount of planning meetings, site visits to assist in coordination of photography functions and post lessons learned meetings. Should *Storytime Photography* experience equipment failure or be unable to perform the photographic functions for the event, any fees received for unused services would be refunded.

Payment acquisition: *Storytime Photography* will remit payment to V&T Railway on an agreed upon date, for the above declared 30% of gross sales.

Signature: Laura Nain 11/1/21

Client Signature: Alyssa Bolton