

CONVENTION AND VISITOR'S BUREAU TOURISM
DEVELOPMENT SPONSORSHIP AGREEMENT

THIS AGREEMENT between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and National Middle School Basketball Association, LLC, a limited liability company _____ organized in the State of Oregon (hereinafter "Grant Recipient") is entered into on the date of the last signatory noted below (the "Effective Date"). City and Grant Recipient are each individually referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, Grant Recipient has submitted its application for event funding to the Columbia Convention and Visitors Bureau ("CVB"); and

WHEREAS, the event proposed by Grant Recipient (the "Event") together with the Tourism Fund funding request is more fully set forth in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the use of tourism funds proposed by Grant Recipient will further the planning and promotion of a tourist event which will have a substantial potential to generate overnight visitations.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows:

1. City agrees to provide tourism funding to Grant Recipient in the amount of Fifteen Thousand Dollars (\$ 15,000) in exchange for Grant Recipient conducting the Event and providing the services set forth in Exhibit A. Grant Recipient agrees that it is responsible for all funds made available to Grant Recipient by this Agreement and further agrees that it will reimburse to City any funds expended in violation of city, state, or federal law or in violation of this Agreement. Should the Event be cancelled, Grant Recipient shall, within thirty (30) days, refund to the City all money paid by the City.

2. Term. The "Term" of this Agreement shall commence on the Effective Date and shall continue until the date that is one hundred twenty (120) days after the Event.

3. Grant Recipient agrees that it will make no material changes in the approved Event unless such changes are approved in writing by City prior to the Event.

4. Grant Recipient agrees that it is subject to audit and review on request by City. If Grant Recipient has a financial audit prepared, that report shall be furnished to the CVB.

5. Grant Recipient agrees that all funds received from City will be expended as approved by City Council and none of the funds shall be diverted to any other use or

purpose, except as recommended by the CVB's Advisory Board and as approved by the City Council. Full records of all expenditures and disbursements and any income from the provision of the Event described in Grant Recipient's proposal shall be kept and open to City inspection during regular business hours.

6. Grant Recipient agrees to provide the Convention and Visitors Bureau with copies of all financial documentation no later than ninety (90) days following the last day of the funded event, as outlined in the Post-Event Documentation Procedures established by the CVB. Documentation must include copies of checks issued for payment of services or items, copies of corresponding invoices and copies of any required contracts. If Grant Recipient does not provide financial documentation, Grant Recipient may not be eligible for future funding.

7. Grant Recipient agrees that the CVB and City will be recognized as outlined in Grant Recipient's proposal.

8. Termination Provisions.

- a. By Mutual Agreement. This Agreement may be terminated at any time during its Term upon mutual agreement by both Parties.
- b. By Convenience. With ten (10) days written notice, either Party may terminate this Agreement for convenience.
- c. By Default. Upon the occurrence of an event of Default, the non-Defaulting Party shall be entitled to immediately terminate this Agreement.

9. **HOLD HARMLESS AGREEMENT.** To the fullest extent not prohibited by law, Grant Recipient shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) for bodily injury and/or property damage arising by reason of any act or failure to act, negligent or otherwise, of Grant Recipient, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Grant Recipient or a subcontractor for part of the services), of anyone directly or indirectly employed by Grant Recipient or by any subcontractor, or of anyone for whose acts the Grant Recipient or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Grant Recipient to indemnify, hold harmless, or defend the City of Columbia from its own negligence. This clause shall survive termination of this Agreement.

10. Miscellaneous Clauses

- a. No Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.
- b. Amendment. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it

unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

- c. **Governing Law and Venue.** This contract shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.
- d. **General Laws.** Grant Recipient shall comply with all federal, state, and local laws, rules, regulations, and ordinances.
- e. **Employment of Unauthorized Aliens Prohibited.** If this Agreement is an award of a contract or grant in excess of five thousand dollars, Grant Recipient agrees to comply with Missouri State Statute Section 285.530 in that Grant Recipient shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of this contract or grant, Grant Recipient shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Grant Recipient shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Grant Recipient shall require each subcontractor to affirmatively state in its contract with Grant Recipient that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the State of Missouri. Grant Recipient shall also require each subcontractor to provide Grant Recipient with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.
- f. **No Waiver of Immunities.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.
- g. **Nondiscrimination.** During the performance of this Agreement, Consultant shall not discriminate against any employee, applicant for employment or recipient of services because of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, or national origin, or any other protected category. Consultant shall comply with all provisions of laws, rules and regulations governing the regulation of Equal Employment Opportunity including Title VI of the Civil Rights Act of 1964 and Chapter 12 of the City of Columbia's Code of Ordinances.
- h. **Notices.** Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, facsimile,

overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to City:

City of Columbia
Convention and Visitors Bureau
P.O. Box 6015
Columbia, MO 65205-6015
Attn: Director

If to Grant Recipient:

National Middle School
Basketball Association, LLC
8090 N. 85th Way, Suite 102
Scottsdale, AZ 85258

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

11. Contract Documents. This Agreement includes the following exhibits, which are incorporated herein by reference:

Exhibit	Description
A	Grant Recipient's Event Proposal

In the event of a conflict between the terms of an exhibit and the terms of this Agreement, the terms of this Agreement controls.

12. Entire Agreement. This Agreement represents the entire and integrated Agreement between Grant Recipient and City. All previous or contemporaneous agreements, representations, promises and conditions relating to Grant Recipient's Event and services described herein are superseded.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement in triplicate the day and the year of the last signatory noted below.

CITY OF COLUMBIA, MISSOURI

By: _____
John Glascock, Interim City Manager

Date: _____

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, account number 22904820-504990, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

Director of Finance

GRANT RECIPIENT

By: _____

IRS-EIN: _____

Date: _____

ATTEST:

FY2019 TOURISM DEVELOPMENT FUNDING APPLICATION
City of Columbia – Convention & Visitors Bureau Tourism Development Fund
SPORTS DEVELOPMENT (SDF)

Event Name: **2020 Missouri State Basketball Championship**

Event Organizer: **National Middle School Basketball Association, LLC**
d.b.a State Basketball Championship

Event Dates: **March 20-22, 2020** Event Location: **Columbia, MO**

Total Event Cost: **\$82,780** Amount Requesting: **\$15,000**

Describe how the funds will be used: **Facility rental, tournament insurance, trophies & medals, event staff (timeclocks & scorers)**

	Last Fiscal Year	Current Fiscal Year	Next Fiscal Year
Organization's Operating Income	n/a	n/a	40% growth over 2020 event
Organization's Operating Expenses	n/a	n/a	40% growth over 2020 event

- Will this event be held without tourism development funding? Yes No
- Is this a new event? Yes No
- Have all required permits, licenses, etc. been secured? Yes No
- Have you received tourism development funds before? Yes No

Narrative:

- | | |
|----|---|
| 1. | <p>Briefly Describe the Event: The 2020 Missouri State Basketball Championship, held in Columbia, will bring the top youth basketball teams and their families from across Missouri, March 20-22, 2020. The state tournament is for boys and girls in grades 3-8 and is a three-day event that begins on Friday evening, runs all day Saturday and wraps up late Sunday afternoon. The event's uniqueness is based on it being a strict qualifier-based tournament which ensures competitively balanced play from teams hailing from St. Louis, Kansas City, and all points in between. To our knowledge, there are no other youth basketball tournaments in the U.S. that employ a qualifier-based model.</p> <p>Our event is designed to include one or two 'marquee' venues to host semifinals and championship games. Such venues in the Columbia are the University of Missouri Student Rec Center and the new Sports Fieldhouse, both of which have been temporarily reserved for our weekend in March. To accommodate the expected Year One 100 teams and the necessary 10-12 courts, we will look to add several smaller facilities such as local Columbia middle and high school gyms.</p> |
| 2. | <p>How do you plan to market and promote the event to attract visitors from outside Boone County and increase attendance? A key aspect in launching a new state tournament is the marketing plan. Our organization does not simply create a new website and hope for team registrations. Instead, we employ an aggressive strategy to secure partnerships with existing leagues and weekend tournaments across the state where their top teams qualify for the State Basketball Championship. These partnering leagues and tourneys are referred to as State Qualifiers. We anticipate that, based on historical experience that more</p> |

	<p>than 80% of all teams in attendance will travel from 90+ miles away.</p> <p>Our marketing plan is executed via website and email, and more importantly, via the hiring of statewide State Tourney Representatives to attend the season long, weekly qualifiers. While onsite, our reps scout each championship game to identify and award State Tournament invites to all 1st and 2nd place teams. The qualifying coaches, layers and families then soon learn that the state Championship is a rare opportunity to enjoy a winter season-ending bonding experience and to compete again fresh teams from all corners of Missouri.</p>
3	<p>How will your event increase overnight stays? Dating back to 2013, over 80% of our state tournament teams are attended by families residing more than 90 miles from the host city.</p> <p>Given the popularity of youth basketball in Missouri and with Columbia being centrally located between KC and STL, we feel strongly that the event will grow to 300-400 teams in a few short years.</p>
4.	<p>How many overnight stays do you estimate the event will generate?: 1,000 - significant grown expected in future years based on historical patterns in other states. Some events now exceed 4,000-5,000 nights.</p> <p># of estimated local participants: 200 # of estimated out-of-town participants: 800 # of local friends/family/fans: 600 # of out of town friends/family/fans: 2,400</p>
5.	<p>Have you contacted local hotels? Not yet. After SDF application process is complete, we will work closely with the CVB to distribute RFP to local hotels.</p>
6.	<p>What method will you use to track overnight stays? Post event room pickup reports will be required of all partner hotels.</p>
7.	<p>Will your event increase retail, food & beverage expenditures by out of market visitors and in increase tourism overall? Yes, with 80% +/- teams requiring a two-night stay, local business sales will certainly increase!</p>
8.	<p>Have you secured event sponsorships? (attach any sponsorship materials) Not yet. Local event sponsorships to be targeted after SDF application process is completed.</p>
9.	<p>List any other important factors or issues about this event that you feel we should know about: For additional history and details of our events, please see Exhibit A attached.</p>

TOTAL BUDGET FY 2019
City of Columbia – Convention & Visitors Bureau Tourism Development Fund
SPORTS DEVELOPMENT (SDF)

EVENT BUDGET - R E V E N U E S

Round to the nearest dollar

ORGANIZATION NAME: National Middle School Basketball Association LLC
dba State Basketball Championship

EVENT NAME: 2020 Missouri State Basketball Championship

REVENUES	1 CASH	2 *IN-KIND should net to zero	3 TOTAL BUDGET (COLUMN 1+2)
1. Direct Support – Sponsorships, Fundraising/Donations (document in-kind*)	\$	\$	\$
2. Government Support** (city, county, schools, etc.)			
A. Potential SDF grant	\$15,000		\$15,000
B.			
C.			
3. Program Fees:			
Admissions/Tickets	\$30,000		\$30,000
Sales of items State tournament merchandise	\$ 3,000		\$ 3,000
Other Team Entry Fees	\$ 25,000		\$ 25,000
4. Other Misc. (be specific) Hotel rebates	\$10,000		\$10,000
5.			
6.			
TOTAL REVENUE	\$ 83,000	\$	\$ 83,000

*In-kind good or service anticipated	Source of donation	Estimated value
		\$
		\$
		\$
		\$
		\$

**Name of program	Source of donation	Estimated value
		\$
		\$
		\$

**EVENT BUDGET continued, - EXPENDITURES
SPORTS DEVELOPMENT (SDF)**

Round to the nearest dollar

National Middle School Basketball Association LLC

ORGANIZATION NAME: dba State Basketball Championship

EVENT NAME: 2020 Missouri State Basketball Championship

EXPENDITURES (itemize items in excess of \$100.00)	CASH Tourism Development Funds	CASH Other	*IN-KIND should net to zero	TOTAL
1. Personnel				
Artistic				
Technical <small>Game referees + assigning fees</small>		\$15,000		\$15,000
Administrative				
Other <small>Onsite admissions, timeticket and score sheet operators</small>		\$20,000		\$20,000
2. Equipment Rental				
University of Missouri SRC rental		\$16,780		\$16,780
Columbia Sports Fieldhouse rental	\$ 8,000			\$ 8,000
Local Columbia High Schools rental	\$ 7,000			\$ 7,000
3. Supplies & Materials				
Awards		\$ 4,000		\$ 4,000
Other tournament supplies		\$ 2,000		\$ 2,000
4. Travel				
5. Promotion and Publicity				
Advertising/Marketing <small>State Tourney Rep hires</small>				
Local (In Boone County)		\$ 2,000		\$ 2,000
Outside Boone County		\$ 5,000		\$ 5,000
Printing <small>State Tourney Rep promo materials/signage</small>		\$ 2,000		\$ 2,000
Postage				
6. Other (be specific)				
tournament insurance		\$ 1,000		\$ 1,000
TOTAL EXPENDITURES	\$15,000	\$67,780		\$82,780
TOTAL REVENUES (from page <u>7</u>)	\$15,000	\$68,000		\$83,000

*In-kind should net to zero

SIGNATURE/DISCLAIMER

We, the undersigned, hereby certify that we have read and understand the Tourism Development Program Policies and Procedures and that all information included with our application is true and correct. We do hereby agree to submit all financial documentation regarding TDFE expenditures as required.


Applicant Authorized Signature

July 19, 2019
Date

Print Name: Bill Reinking

Title: President

Email: bill@statebasketballchampionship.com

Name of Primary Contact & Email: (if different than above): same as above

Legal name of Organization: National Middle School Basketball Association LLC
dba State Basketball Championship

Name of Organization President/or Chair of Board: Bill Reinking, President

Address: 8090 N 85th Way Suite 102, Scottsdale, AZ 85258 (effective Aug 1, 2019)

Phone: 480-326-0559

Email: bill@statebasketballchampionship.com

Web Site: www.statebasketballchampionship.com

Federal ID Number (required): 46-1360816

This organization is: Independently chartered Private Non-Profit
Other (please describe) :

State Basketball Championship

"See You at State!"



What: Middle School Championship tournaments – one (1) event per year/state

Where: Nationwide

When: Annually – Late February or March

Who: Boys & Girls in 4th-8th grades, club/travel AND school/feeder teams

Why: The State Basketball Championship is unique:

- ❁ **Fills void** – Similar to Little League baseball and Pop Warner football, the SBC provides a Statewide experience for youth athletes, providing fresh competition for all teams.
- ❁ **We bring 'em all together** – Our organization serves as the 'connector' of the many independently run tournaments and leagues in each state.
- ❁ **Qualifier based** – Our team of local reps attend qualifier events and award the top finishing teams their 'Golden Ticket' to State.

Benefits to Host City:

- ✓ **Timing** – Our February/March schedule fills a typically slow time for hotels and facilities.
- ✓ **Room Nights** – Typically 80% of teams travel from a 90+ mile radius outside of host city. 3-day tournament requires a 2-night hotel stay.
- ✓ **Local Impact** – SBC emphasizes local fundraising opportunities by hiring local high school athletic programs to staff our state tournament admissions and scoreboard spots.

What is State Basketball Championship looking for in a new market?

- ☛ A site visit for SBC staff to determine the viability of facilities in advance.
- ☛ In year 1, a minimum of 8 indoor basketball courts (multiple locations/schools are OK).
- ☛ Assistance with Hotel RFP and reasonable CVB/Sports Commission financial sponsorship.
- ☛ **WE ARE LOOKING FOR LONG TERM RELATIONSHIPS WITH HOST CITY.**

Bill Reinking Bill@StateBasketballChampionship.com 480.326.0559

Bradley Laubacher Bradley@StateBasketballChampionship.com 541.728.1935

SEE YOU AT STATE!



Current CVB Partners:

Visit Bend
 Spokane Sports Commission
 Visit Tucson
 Visit Colorado Springs

Colorado Springs Sports Corp
 GoRockford CVB
 Central PA CVB

State Basketball Championship – Historical Growth (# of teams)

Host City	2013	2014	2015	2016	2017	2018	2019	2020 (est.)
Bend, OR	106	184	236	260	286	346	342	360
Spokane, WA		122	186	243	326	404	465	500
Tucson, AZ					86	99	93	100
Colorado Springs						64	80	100
Rockford, IL						96	111	130
State College, PA							123	180

2019 Est. Hotel Sales > \$900,000

2019 *Reported* Pickup > 7500 room nights

#SEEYOUATSTATE

#seeyouatstateOR - #seeyouatstateWA - #seeyouatstateAZ
 #seeyouatstateCO #seeyouatstateIL - #seeyouatstatePA