

## AGREEMENT

This Agreement, made and entered into on the date of the last signatory below, by and between Memorial Day Weekend - Salute to Veterans Corporation, a Missouri not-for-profit corporation ("Corporation"), whose address is c/o Mrs. Mary McCleary Posner, Chair, 303 West Boulevard South, Columbia, Missouri 65203, and the City of Columbia, a municipal corporation ("City"), whose address is P.O. Box 6015, Columbia, Missouri 65205.

### RECITALS

- A. City is the owner and operator of the Columbia Regional Airport (the "Airport") located in Boone County, Missouri; and
- B. Corporation is sponsoring Salute to Veterans ("Event") and Corporation wishes to conduct the Event on the airfield located at the Airport; and
- C. City is willing to grant Corporation the privilege of using certain Airport Property and facilities for the Event.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and Corporation agree as follows:

1. Description of Event. The Event shall be comprised of the aerobatic and static display of aircraft and related exhibits, and the sale of food for consumption on the Airport grounds and entertainment events and related activities. Corporation shall provide the Airport Manager a tentative agenda of events, including a description of types and number of air displays and performances identical to that filed with the Federal Aviation Administration (FAA) not later than forty-five (45) days in advance of the event. City shall provide approval within ten (10) working days. Corporation will notify City thereafter of any changes in the agenda as they occur.
2. Event Area. The Event will be conducted at the Airport in the areas depicted as "secured tarmac" in Exhibit A, attached hereto (the "Premises").
  - a. Control. City grants corporation exclusive control, subject to the rights of tenants and the provisions of this agreement, to control activities taking place on the premises during the time period of the event.
3. Time Period. The Event will take place on the Premises on May 25, 26 and 27, 2018. Corporation shall coordinate setup prior to Event dates with the Airport Manager. Setup shall not affect tenant operations. Corporation may occupy the Premises for twenty-four (24) hours after completion of the last air show for purposes of cleaning the Premises and removing aircraft and other equipment used in the Event.

4. Closing Field and NOTAMS. City agrees to close the Airport to air traffic during aerobatic demonstrations which take place during the hours of the Event and the press show, if any, except for declared emergencies and scheduled air carriers. Corporation shall cooperate with the Airport Manager in providing the necessary information to the FAA so the appropriate NOTAMS will be published as required by law.
5. FAA Waiver. City shall provide Corporation with the information necessary to obtain waivers required for the conduct of the event at the Airport from the FAA.
6. Vehicles. All vehicles driven within the Premises will be under the direct supervision and responsibility of Corporation's personnel. Corporation's use of service and VIP transportation vehicles on Airport grounds, excluding spectator parking and ingress and egress areas, must be approved in advance by City, and Corporation will issue placards to be displayed on the front windshield to identify approved vehicles to include setup and tear down times.
7. Insurance and Indemnification. Corporation shall indemnify and hold harmless the City, its agents, employees and assigns from any and all claims or liability (including reasonable attorney's fees and costs) incurred or suffered by City by reason of there having been asserted against City any liability or claims arising from the Event either directly or indirectly. Corporation shall, at its sole expense, provide public liability insurance to cover all damages arising from or in connection with the event, directly or indirectly, and shall furnish City a certificate of insurance therefor at least ten (10) days prior to the Event in an amount not less than \$2,000,000.00 combined single limit for both personal injury and/or property damage naming City as additional insured. Corporation agrees that the certificate of insurance shall specify that it is issued for an "Air Show for Hire" and specify for coverage the dates it shall occupy City's premises. City shall not be responsible for carrying liability insurance or any insurance coverage on any of Corporation's property to be used in the Event or to be located on the Airport property. City shall not be responsible for damage or injury of any nature to any vehicle or aircraft used in the Event or to any Event patron, worker, volunteer or concessionaire.
8. Security. Corporation shall coordinate the efforts of the Boone County Sheriff's Department, the Columbia Police Department and Airport Safety Personnel for crowd control, parking and general ground security on the Premises before and during the Event. All security and crowd control plans shall be submitted by Corporation to and approved the Columbia Police Department and Columbia Airport Public Safety not less than ten (10) days before the commencement of the Event. This agreement does not delegate any police authority to Corporation or to any of its officers or agents.

Corporation recognizes that the Columbia Police Department shall not enforce any rules imposed by Corporation limiting expressive activities.

9. Federal, State, City and County Regulations. Corporation and its agents and representatives agree to conduct the Event in compliance with all applicable Federal, State, City and County laws, regulations and ordinances (the "Laws"), and the judgment entered by the United States District Court, Western District of Missouri, Central Division, on March 31, 2006, in the case styled *Wickersham, et al. v. City of Columbia, et al.* (the "Judgment"), affirmed by the Eighth Circuit on March 22, 2007. The Corporation and its agents and representatives further agree that any signs and/or advertisements it posts or publishes on or in City property or media, or elsewhere, pertaining to regulation of First Amendment activities on the secured tarmac during the Event will strictly follow the provisions of paragraphs 1, 2, 3, and 4 and a and b of the Judgment, and will not contain any provisions concerning regulation of First Amendment activities that are inconsistent with the Judgment. It is also understood that the Corporation must post and maintain the Air Show rules in a size similar to that posted in 2006 by each entrance gate during the Air Show and that these postings will clearly notify the public of their First Amendment rights as set out herein. The Corporation recognizes that if it fails to abide by the provisions of this paragraph, the City does not intend to allow the Corporation to conduct future air shows at the Columbia Regional Airport.
10. Proceeds/Financial Responsibility. Corporation shall have the exclusive right to handle, control and keep custody of funds derived from the Event or from any other source in any way connected with the Event and shall have the sole right to all proceeds derived therefrom. Corporation will be liable for all debts and financial obligations resulting from the Event and shall be solely responsible for arranging for and contracting with all performers, concessionaires and amusement companies.
11. Concessions, Services and Entertainment. Corporation shall arrange for and supervise all concessions, services, entertainment or other amusements (collectively "Concessions") for the event. City shall not be responsible for providing any utilities for concession operators ("Concessionaires"). No Concessionaire shall have the right to operate or sell anything on City property without prior written approval from the Corporation, except current lease holders. Compliance with Federal, State, City and County laws, regulations and ordinances as they may pertain to ticket sales, Concessions, operation of amusements and food service shall be the responsibility of the Corporation. Corporation shall be responsible for compliance with business license and liquor license regulations of City. Corporation agrees that it and all persons or entities selling goods or services at the Event are required to obtain all applicable City business and liquor licenses prior to conducting business at the Event.
12. Transient Plane/Aircraft Parking. Corporation shall be responsible for the supervision, control and containment of all transient Air Show/plane/aircraft parking. City shall designate to Corporation the areas where the aircraft shall be parked and the ingress and egress taxi routing to and from the parking areas. Plans for transient Air Show/plane/aircraft parking shall be furnished to City not less than thirty (30) days prior to the Event.

13. Media. Corporation shall be responsible for all advertising and promotion of the Event. All advertising for the Air Show must state the name of the Corporation as the producer of the air show.
14. Control Tower. Corporation shall coordinate the Event with the FAA Control Tower personnel located at the Airport. All air traffic control prior to, during, or after the Air Show and the press show shall be conducted in conjunction with the Airport's Traffic Control Tower personnel.
15. First Aid Station. Corporation shall provide on the Premises a first aid center for the treatment of minor injuries. Corporation shall arrange for and be responsible for the required ground ambulance coverage in accordance with the terms of the FAA Waiver.
16. Crash, Fire, Rescue. The City shall provide crash, fire and rescue protection services, surveillance and equipment during the Event.
17. Set-Up. Corporation shall coordinate all set up activities on the Premises with City.
18. Trash, Sanitation, and Water. Corporation shall be responsible for the containment, pick up and disposal of all trash and garbage related to and resulting from the Event. Corporation shall, by twenty-four (24) hours following completion of the Event, complete the clean up of the Premises, and remove all trash from the Airport. Corporation shall also be responsible for and shall provide a sufficient number of portable toilets to be located on the Premises and drinking water for use by and benefit of the general public attending the Event.
19. Notices. Notices required or desired by Corporation or City to be given shall be sent by U.S. Mail, postage prepaid to Corporation and City at their respective addresses listed below or presented in person:

**If to City:**

Airport Manager  
 Columbia Regional Airport  
 11300 Airport Drive  
 Columbia, MO 65201

**If to Corporation:**

Memorial Day Weekend –  
 Salute to Veterans Corporation  
 c/o Ms. Mary McCleary Posner, Chair  
 303 West Boulevard South  
 Columbia, MO 65203

20. No Joint Venture. In no event shall the City and Corporation be deemed or construed to be joint venturers or partners.
21. Tenant Rights. Tenants maintain their rights to use Airport facilities. It is the responsibility of Corporation to coordinate the use of specific tenant use areas directly with the tenants affected.

22. No Reassignment of Responsibilities. Corporation may not reassign obligations or responsibilities without approval of City.
23. Emergency. In the event of emergency, City reserves the right to terminate this Agreement, cancel the Event and require removal of the Event and all related equipment from the Premises without any liability to Corporation therefor.
24. Parking. Parking for patrons of the Event shall be permitted only in the area shown on Exhibit A. There is no public parking inside of the Airport Operations Area fence. Corporation shall coordinate adequate numbers of personnel to facilitate orderly parking. Corporation will prepare and display signs directing Event patrons to the approved parking areas.
25. Sole Benefit of Parties. This Agreement is for the sole benefit of the City and the Corporation. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
26. 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.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, City and Corporation have executed this Agreement on the day and year written below.

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_  
Mike Matthes, City Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Nancy Thompson, City Counselor

**MEMORIAL DAY WEEKEND -  
SALUTE TO VETERANS CORPORATION**

By: \_\_\_\_\_  
Mary McCleary Posner, Chairman

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

11/17/2008 10:07 AM 1771 LPHS-610 6619F 1007 719 0000

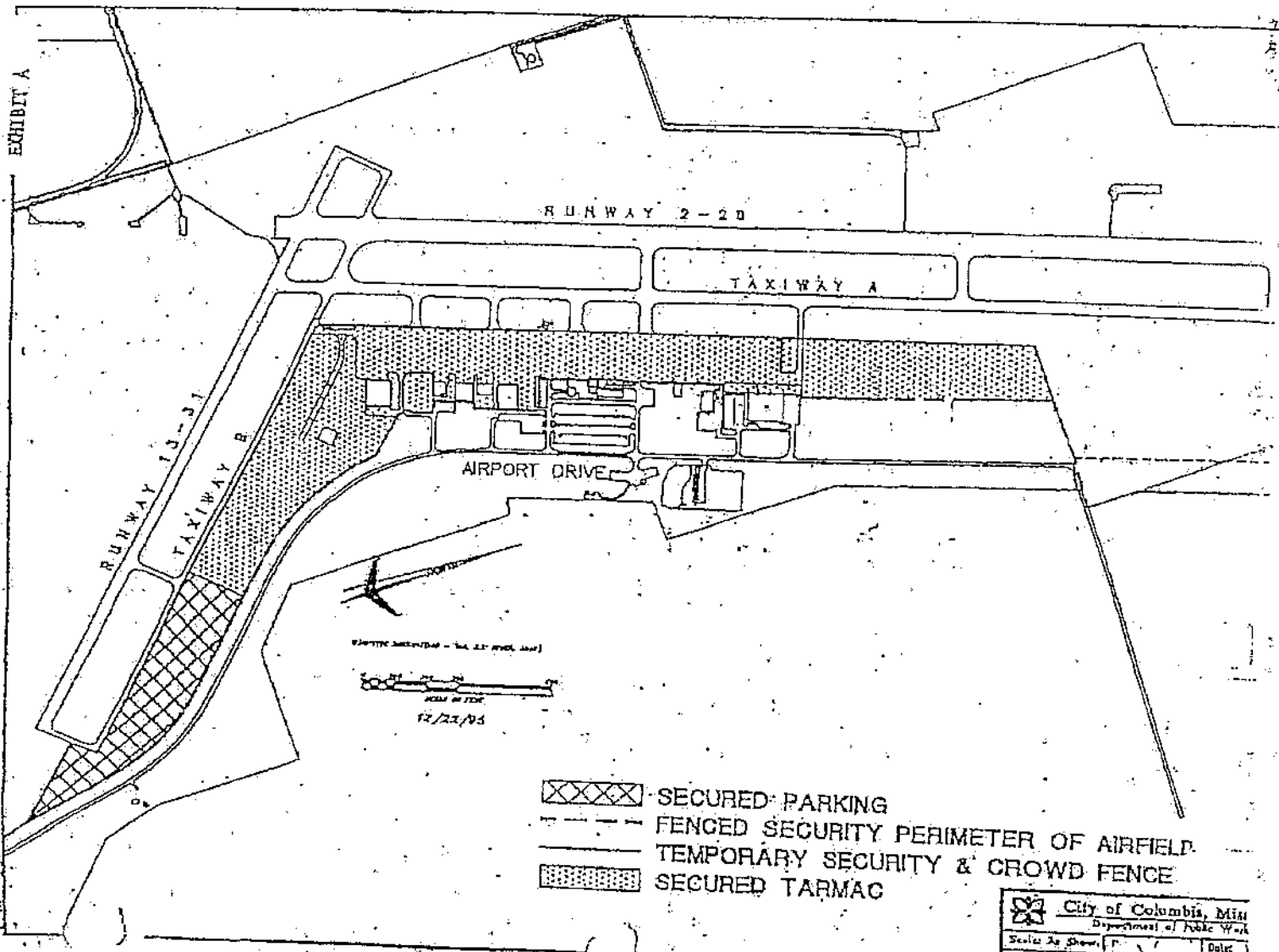
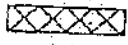
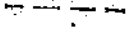
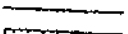




EXHIBIT A

-  SECURED PARKING
-  FENCED SECURITY PERIMETER OF AIRFIELD
-  TEMPORARY SECURITY & CROWD FENCE
-  SECURED TARMAC

 City of Columbia, Miss	
Department of Public Work	
Scale As Shown	Date
Drawing Title CIV	IC-100-000