CONVENTION AND VISITOR'S BUREAU TOURISM DEVELOPMENT SPONSORSHIP AGREEMENT

THIS AGREEMENT between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and The Curators of the University of Missouri, a body politic of the State of Missouri organized in the State of Missouri (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 Ten Thousand Dollars (\$ 10,000) 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. 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.
- 3. 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.
- 4. 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.

- 5. 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. This paragraph does not limit other remedies available to the City in the event Grant Recipient breaches this Agreement.
- 6. Grant Recipient agrees that the CVB and City will be recognized as outlined in Grant Recipient's proposal.
 - 7. 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. If terminated by Grant Recipient, Grant Recipient shall return all grant proceeds.
 - c. By Default. Upon the occurrence of an event of Default, the non-Defaulting Party shall be entitled to immediately terminate this Agreement.
- 8. 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.
 - 9. 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, Grant Recipient 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:

The Curators of the University of Missouri University Concert Series 203 S. 9th Street Columbia, MO 65201

Attn: Robert Wells

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.

- i. Counterparts and Electronic Signatures. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.
- 10. 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.

11. 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 on the day and the year of the last signatory noted below. CITY OF COLUMBIA, MISSOURI De'Carlon Seewood, City Manager Date: ATTEST: By: Sheela Amin, City Clerk APPROVED AS TO FORM: By: 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. Matthew Lue. Director of Finance GRANT RECIPIENT By signing below I certify that I have the authority to bind the Grant Recipient to the Terms of this Agreement. By: C. Migan Jaulkner Printed Name: <u>C. Meg</u>an Faulkner Title: Pre-Award Manager, Auth. Signer, SPA IRS-EIN: 436003859 Date: 12/03/2024

ATTEST:

Exhibit A

FY025 Tourism Development Application Signature Series Events

EVENT NAME: University Concert Series

EVENT ORGANIZER: Curators of the University of Missouri

EVENT DATES: March - June 2025

Please provide detailed answers to the following questions:

1. Describe in detail how CVB Tourism Development funds will be used. The University Concert Series plans to continue its 117-year-old mission to present the fine arts to the people of Columbia and the faculty, staff, and students of the University of Missouri. Recent organizational changes at the University have resulted in unprecedented challenges to that mission. These changes have resulted in a shorter than usual season this year. We plan to use CVB funding to assist with artist's fees.

- 2. How many overnight stays does your event generate and how do you determine this? We utilize a digital survey, informal polling, and direct contract information to determine the number of overall stays between audience members, performers, and crew members. Using these methods, we have determined that we accounted for approximately 1,000 overnight stays for audience members and 300 stays for performers/crew members in local properties last season.
- 3. What was the attendance of last year's event and what method did you use to determine this? Last season we sold approximately 20,000 tickets. Our ticket sales are tracked and compiled through Ticketmaster Archtics, which allows us a wide range of reporting options and demographic information. We are also running a series of surveys and focus groups this year, which so far have indicated that interest in our programming remains strong in the community.
- 4. How many years has your event been held? This will be our 117th consecutive season.

5. What is the economic impact of your event?

Our economic impact is traditionally strong as represented by last season's 20,000 tickets sold and 1,300 overnight stays throughout the season. Our survey data indicates that most of those 20,000 ticketholders also have dinner or drinks in various establishments, representing tens of thousands of dollars in revenue. The most consistently popular businesses have been Shakespeare's, Flat Branch, the Heidelberg, and Glenn's Café among many others. The reduced schedule this season represents some challenges for us in this area, but we remain confident that our impact in the community will remain strong.

6. Marketing Plan: Please use the attached marketing grid to complete this question.

We market through a wide variety of outlets, including traditional and digital media. Our marketing partners this season include KOMU, KBIA, Cumulus Broadcasting, and Missouri Life. We also purchase advertising online through Facebook/Meta and promote nationally through Ticketmaster.com. We also market through face-to-face community engagement. Our marketing grid is attached.

7. Sponsorship Plan: Describe your plan to attract event sponsors and attach information on Sponsorship levels.

A copy of our sponsorship levels and associated benefits is attached. Joshua Reid is our new Outreach and Development Coordinator and will be creating and maintaining relationships with our sponsors and donors.

8. Event Budget: Please use the two budget pages below (pages 5 & 6) to provide details of your Income and Expenses. (You may add lines or change the cell titles to better match your event.)

TOTAL BUDGET FY2025 TOURISM DEVELOPMENT FUND - Signature Series Event

EVENT BUDGET - INCOME

Event Name: University Concert Series

Organization Name: Curators of the University of Missouri

	1	2	3
INCOME:	CASH	*IN-KIND should net to zero	TOTAL BUDGET (COLUMN 1+2)
Direct Support – Sponsorships, Fundraising/Donations (document in-kind*)	\$25,000	\$ 16,000	\$ 45,000
Government Support** (city, county, schools, etc.) A. CVB Tourism Development	20,000		20,000
B. OCA	6,830		6,830
C. MAC	27,000		27,000
3. Program Fees: Admissions/Tickets	296,150		296,150
Sales of items	1,000		1,000
Other			
4.Other Misc. (be specific)			
5. Investment Income	61,000		61,000
6.			
TOTAL REVENUE	\$436,980	\$16,000	\$452,980

*In-kind good or service anticipa	ted Source of donation	n Estimated value
Reception food & beverage	Local providers	\$10,000
Artist Hotels	Local providers	\$4,000
Advertising	Local Providers	\$6,000

**Name of program	Source of donation	Estimated value
MAC	Missouri Arts Council	\$27,000
OCA	City Of Columbia	\$6,830
		\$

EVENT BUDGET - EXPENSES

Event Name: University Concert Series

Organization Name: Curators of the University of Missouri

EXPENSES:	CASH	CASH	*IN-KIND	TOTAL
(itemize items in excess of \$100.00)	Tourism	Other	should net to	IOTAL
(Ronazo Rona in Oxocco or \$100.00)	Development	Other	zero	
	Funds		2010	
1.Personnel				
Artistic	20,000	177,214		197,214
Technical	N	105,800		105,800
Administrative		75,566		75,566
Other				
2. Equipment Rental				
Backline		10,000		10,000
3. Supplies & Materials				
Food & Bev for Receptions			10,000	10,000
Office Supplies		5,000	,	5,000
Hospitality		7,500		7,500
4. Travel				
5. Promotion and Publicity				
Advertising/Marketing				
Local (in Boone County)	(8.00	4,500	6,000	10,500
Outside Boone County		4,000	-,	4,000
Printing		9,500		9,500
Postage		400		400
6. Other (be specific)				
Credit Card Fees		8,000		8,000
Ticketmaster Fees		9,500		9,500
TOTAL EXPENDITURES	20,000	416,980	16,000	452,980
TOTAL REVENUES (from page 5)	20,000	416,980	16,000	452,980

^{*}In-kind should net to zero

SIGNATURE PAGE:

Organization Name: Curators of the University of Missouri, University Concert Series

Primary Contact: Josh Reid

(Person responsible for daily operation of this event. All correspondence and contact will be addressed to this person).

Email: reidjs@missouri.edu

Street Address: 203 S 9th St.

Columbia, MO Zip: 65211

Phone: 573-882-3061

I, the undersigned, do hereby agree to submit all financial documentation regarding TDP expenditures. I further agree that all TDP funds will be used for only those approved items as outlined in this application.

Signature of President or Chair of Organization

10/14/24 10/14/24

Signature of Applicant/Primary Contact

Date

Marketing Grid - Tourism Development Signature Series Events

Event Name:

Event Organization:

Marketing Tactics - Outlet or		Total	
Vendor	# of ads	Reach/Circulation	Distribution
Peint		and the second second	
Columbia Missourian	5	70,000	Local
Missouri Life	5	136,477	State
Rack Cards		10,000	Local
Digital Social, Display, SEM, etc.			
concertseries.org			National
Facebook/Meta	20	41,022	National
Missourian Newsletter	1	7,000	State
Ticketmaster CEN	4.	55,000	National
Ticketmaster.com			National .
KOMU.com	8		Regional
Google Ad Words		15470	National
Constant Contact Newsletter	10	47,000	Regional
Broadcast Radio & Helevision 🐣		Constitution of the	
KOMU	150	40,000	Regional
KBIA	200	37,000	Regional
Cumulus Media	127	116,000	Regional
Other Marketing - Please specify			
Digital Brochure			National
MU Info	1	45,000	Local
Campus Video Screens	100	35,000	Local
Posters	50	5,000	Local
Artist Social Media		120,000	National
Artist Websites			National
	Total Reach 🚁 🎉	789969	

Local/State Regional National Columbia, and anywhere outside Boone County Contiguous states surrounding Missouri Anywhere outside those contiguous states

University Concert Series donors support diverse and engaging world-class arts and entertainment in Columbia. The giving spirit has helped the Concert Series educate, engage and entertain our community for over 100 years.

MEMBER: \$60+	Free reprints on lost or misplaced tickets Free ticket exchanges on UCS shows Recognition in UCS season brochure
FRIEND \$120#	All benefits included in MEMBER giving level, plus: Access to VIP presale tickets before the general public
PATRON \$250+	All benefits included in FRIEND giving level, plus: Invitations to select UCS receptions and events
DIRECTOR \$500+	All benefits included in PATRON giving level, plus: Backstage tour for 4 of the historic Missouri Theatre (upon request)
PRESENTER \$1,000+	All benefits included in DIRECTOR giving level, plus: Special reservations on your usual seats during presale
PRODUCER \$2,500+	All benefits included in PRESENTER giving level, plus: Personal message on the Missouri Theatre marquee (subject to approval)
ADVISOR \$5,000+	All benefits included in PRODUCER giving level, plus: Opportunities to meet select performers
PARTNER \$10,000+	All benefits included in ADVISOR giving level, plus: Opportunity to host 1 select event at the Missouri Theatre (staffing and catering fees apply)

Donate today at concertseries.org/giving or by calling the Missouri Theatre Box Office.



Show-Me Opera: Yeomen of the Guard

Saturday, March 15, 2025 7 pm

Sunday, March 16, 2025 2 pm

\$25

Missouri Theatre

A Gilbert and Sullivan Opera also known as *The Merryman and His Maid*, is the 11th collaboration of fourteen between Gilbert and Sullivan. Set in the Tower of London during the 16th century it is perhaps the most emotionally engaging of the duo's works. The libretto does contain considerable humor, including a lot of pun-laden one-liners. Critics consider the score to be Sullivan's finest.



Missoula Children's Theatre: Hercules

Featuring our own local youth!

Saturday, April 5, 2025 3 pm and 6 pm

\$15 Adults \$10 Children under 12

Missouri Theatre

Open Auditions for local children from kindergarten to 12th grade:

Monday, March 31, 2025

Welcome to Ancient Greece, where the focus is on the big tournament! The Olympic Games are starting soon, and the Cyclopes and Titans are both expecting to win big in the games. But the tournament can't start without Hercules. Will the legendary strongman of the ancient world spark the flame and start the festivities on time, or will his legendary tardiness get in the way of the games? Join us for a tale the scholars will talk about for ages as mythical creatures and Olympians alike share in a friendly competition. Along the way, we may just learn that true strength lies not in our muscles but in our character.



MU Choral Union and Concert Chorale: Vision Unfolding and Misa Criolla

Thursday, April 17, 2025 7pm

\$25

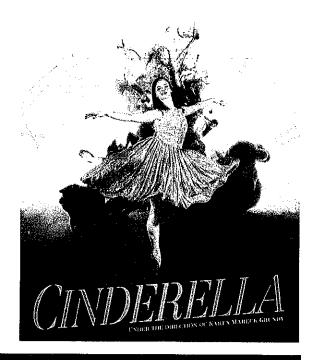
Jesse Auditorium

On Thursday, April 17, 2025, at 7:00 PM in Jesse Hall, the MU **Choral Union and Concert Chorale** will present a concert featuring *Vision Unfolding* by Kyle Pederson and *Misa Criolla* by Ariel Ramírez. Co-conducted by Dr. Brandon A. Boyd and Dr. Kari Adams, this performance will showcase the choirs' versatility and depth.

Vision Unfolding written by Pederson is known for its intriguing harmonies and uplifting message. Pederson hopes that the piece encourages listeners to build bridges of care and connection, stand in solidarity with marginalized voices, and respect those with differing views.

The second piece, *Misa Criolla*, is a celebrated Mass by Ramírez that blends Latin American folk music with classical elements. It features lively vocal writing and dynamic call-and-response passages, particularly in the *Gloria*. The orchestration includes keyboard, guitar, bass, and a trio of percussionists, adding to its vibrant, cultural texture.

This concert offers an evening of diverse and compelling choral music, uniting different musical traditions in one powerful program. It's a night you don't want to miss.



Mareck Dance in Collaboration with Odyssey Chamber Music Series: *Cinderella*

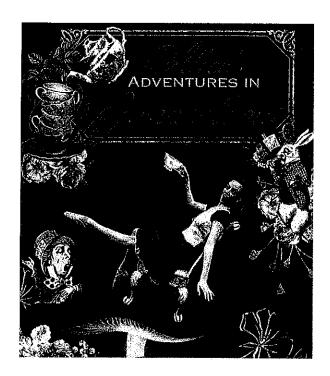
Friday, April 18, 2025 7 pm

Saturday, April 19, 2025 7pm

\$48 / \$40 / \$32

Missouri Theatre

Mareck Dance, in collaboration with the Odyssey Chamber Music Series, proudly presents an original production of Sergei Prokofiev's Cinderella, performed with two grand pianos on stage, first showcased in 2018. Transforming glass slippers into pointe shoes, this contemporary retelling reinterprets a well-loved fairy tale, giving Cinderella an unexpected twist. Blending timeless themes of love and self-discovery with the joys and challenges of modern life, the story captures the journey of becoming a woman, developing independence, and embracing diversity, sparking both hilarity and compassion. The first act will feature two world premieres by artistic director Karen Mareck Grundy and resident choreographer Kristopher Estes-Brown. Additionally, there will be a guest performance by another professional dance company from our region which will also be part of Cinderella.



Mareck Dance: *Alice's Adventures in Wonderland*

Saturday, June 7, 2025 7pm

Sunday, June 8, 2025 2pm

\$48 / \$40 / \$32

Missouri Theatre

Fall down the rabbit hole into the fantastical world first imagined by Lewis Carroll with Mareck Dance's Alice's Adventures in Wonderland. Karen Mareck Grundy's original choreography, paired with Tom Andes' captivating musical score, propels Carroll's classic into the 21st century with sensational costumes, innovative dance, and a host of outlandish characters! Featuring local musicians and student dancers alongside Mareck Dance's professional performers, Alice's Adventures in Wonderland is a whimsical thrill ride the entire family will love. This enchanting production, which originally premiered in 2013, is performed biannually.