

UNIVERSITY OF MISSOURI SPONSORSHIP AGREEMENT

The Curators of the University of Missouri on behalf of University of Missouri Health Care (hereinafter referred to as “MUHC”) and the City of Columbia, Missouri, a municipal corporation (hereinafter referred to as “the City”) hereby enter into this Sponsorship Agreement (hereinafter referred to as “Agreement”) within Philips Park Sports Fieldhouse (hereinafter referred to as “Park”) per the terms and conditions set forth herein.

I. SPONSORSHIP RIGHTS/BENEFITS

During the term of this Agreement and contingent upon the payment of the Sponsorship fees designated herein, the City hereby grants MUHC the right to have its logo and approved signage in Court 3, as outlined in Exhibit 1 (Columbia Sports Fieldhouse Fact Sheet) at the places identified in Exhibit 2 (Fieldhouse Sponsor Logos MU Healthcare) in the Park located at 4251 Philips Farm Road, Columbia, MO, pursuant to the terms of this Agreement. The signage installed by the City will be constructed out of materials consistent with traditional basketball court logo stickers as approved by the City Council. The name and/or logo will be placed at the locations as generally shown on Exhibit 2. The City will design and pay for all costs associated with construction, installation and maintenance of the signage. If MUHC changes its name or logo during the term of this Agreement and desires to update the signage, the City shall allow MUHC to remove and replace the signage with the cost of the updated signage and installation paid by MUHC. Both parties must mutually agree upon final renderings. Additionally, Court 3 will be named the “MU Health Care Court” and referenced as such in all documents, promotional material, signage throughout the facility, verbal mentions, etc. During the term of this agreement, the City of Columbia agrees that sponsorship rights shall not be granted within Philips Park Sports Fieldhouse to any other healthcare provider or healthcare related organization. The City of Columbia agrees to contact MUHC for determination if a sponsorship is in question, and could be considered a healthcare provider or healthcare related organization.

II. TERM OF AGREEMENT

This Agreement shall be in effect for five (5) years following the date the first signage is placed in the Park. The City shall notify MUHC, in writing, of the date of installation of the signage. MUHC may terminate this Agreement and receive back full payment paid if the City elects not to pursue construction or installation of the signage for any reason. MUHC and the City may mutually agree in writing to terminate this Agreement prior to the expiration of the Term. If Agreement is terminated by the City prior to expiration, MUHC will receive a pro-rated amount of money back based upon the date of the termination.

In the event of a material breach of this Agreement by either party, the non-breaching party may give the breaching party ninety (90) days’ prior written notice of the breaching party’s default, and the non-breaching party’s intent to terminate this Agreement. If the breaching party has not cured such breach during such ninety (90) day period, then this Agreement shall automatically

terminate effective at the end of such ninety (90) day period. Upon the expiration or earlier termination of this Agreement, the parties shall have no further obligations hereunder, save for those incurred prior to the expiration or earlier termination of this Agreement.

MUHC and the City may from time negotiate and mutually agree to make changes or additions to the provisions of this Agreement, each of which shall be memorialized in writing as an amendment to, or an amendment and restatement of, this Agreement and signed by a duly authorized representative of MUHC and the City. MUHC and the City hereby agree and acknowledge that no future amendments, changes or revisions to this Agreement will be deemed effective based solely on oral understandings or courses of dealing by the parties over time. MUHC shall have the right to extend sponsorship under this agreement for an additional five (5) years by providing written notice to the City of Columbia not less than ninety (90) days from the expiration of this agreement.

III. PAYMENT OBLIGATION OF SPONSOR

In consideration of the rights and benefits to be provided, MUHC agrees to pay the total amount of twenty thousand dollars (\$20,000.00) per year for five (5) years. This amount will be paid by annual payments of twenty thousand dollars (\$20,000.00) per year for five (5) years with the first payment due October 1, 2019, or within thirty (30) days of receipt of the invoice, whichever is later. For the second through fifth year of the Agreement, City shall invoice MUHC no later than September 1st of each year. Subsequent payments shall be due by October 1st of each year. Payment shall be made to the City of Columbia.

IV. USE OF MARKS

- a. *Grant of License to use the MUHC Licensed Marks.* Subject to MUHC's policies on licensing as in effect from time to time, MUHC hereby grants to the City the non-exclusive right and license during the Term of this Agreement to use the MUHC Licensed Marks owned by the MUHC in connection with the City's affiliation and promotion of the Park for printed business, marketing and press materials, as set forth in this Agreement. MUHC shall use its reasonable best efforts to protect the MUHC Licensed Marks and shall, to the extent permitted by law and without waiving sovereign immunity, defend any claims of infringement or unfair competition brought against the City in connection with any proper use of the MUHC Licensed Marks by the City. MUHC Licensed Marks and any goodwill associated therewith are and shall at all times remain the property of MUHC. The City shall not contest or challenge the validity of any MUHC Licensed Mark or the ownership thereof by MUHC. MUHC is not granting the City any right, title, or interest in the MUHC Licensed Marks except the right to use the MUHC Licensed Marks during the Term of this Agreement. The City shall use the MUHC Licensed Marks at all times in accordance with the terms and conditions of this Agreement, and solely in connection with the performance of its obligations under this Agreement. MUHC reserves the right to approve in advance all public uses of the MUHC Licensed Marks other than use on materials in connection with the City's affiliation and promotion of the Park or materials prepared by MUHC or previously approved by MUHC, provided that

MUHC may revoke, in writing, any approval to the use of the MUHC Licensed Mark previously given by it.

- b. *Grant of License to use the City's Licensed Marks.* The City hereby grants to MUHC the non-exclusive right and license during the Term of this Agreement to use the City Licensed Marks owned by the City in connection with MUHC's affiliation with and promotion of the Park, as set forth in this Agreement. The City shall use its reasonable best efforts to protect the City's Licensed Marks and shall, to the extent permitted by law and without waiving sovereign immunity, defend any claims of infringement or unfair competition brought against MUHC in connection with any proper use of the City's Licensed Marks by MUHC. The City's Licensed Marks and any goodwill associated therewith are and shall at all times remain the property of the City. MUHC shall not contest or challenge the validity of any City Licensed Mark or the ownership thereof by the City. The City is not granting MUHC any right, title, or interest in the City's Licensed Marks except the right to use the City's Licensed Marks during the Term of this Agreement. MUHC shall use the City's Licensed Marks at all times in accordance with the terms and conditions of this Agreement, and solely in connection with the performance of its obligations under this Agreement. The City reserves the right to approve in advance all public uses of the City's Licensed Marks other than uses on materials in connection with MUHC's affiliation and promotion of the Pavilion or materials prepared by the City or previously approved by the City, provided that the City may revoke, in writing, any approval to the use of the City's Licensed Marks previously given by it.

V. LIABILITY

MUHC and the City carry no medical insurance and assume no liability for personal injuries or loss of personal property of persons participating in activities located at the Park. A participant's personal and/or family policy must cover any medical cost incurred.

VI. INDEMNIFICATION

To the extent permitted by Missouri law and without waiving sovereign immunity, each party agrees to indemnify, defend and hold the other party, including its members, officers, directors, employees, and other agents, harmless from any and all liability resulting from or related to any claim, complaint, and/or judgment for any negligent act or acts of intentional misconduct by the indemnifying party's employees or agents, or any breach of this Agreement.

VII. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Missouri without giving effect to the conflict of laws principles.

VIII. NOTICES

The City Manager, or designee, shall have the authority to provide any notice or consent required under this agreement on behalf of the City. Any notice, request, consent, or communication under this Agreement will be effective only if it is in writing and (a) personally delivered, (b) sent by certified mail, return receipt requested, postage prepaid, (c) sent by nationally-recognized overnight delivery service with delivery confirmed, or (d) sent via facsimile transmission or email, addressed as follows:

If to MUHC:

MU Health Care
Attn: University of Missouri System Supply Chain
2910 LeMone Industrial Blvd.
Columbia, MO 65201
Fax: 573-882-5417
Email: meadek@health.missouri.edu

If to the City:

City of Columbia
Attn: City Manager
PO Box 6015
Columbia, MO 65205-6015
Email: CMO@CoMo.gov

With a copy to:

City of Columbia
Attn: Director of Parks and Recreation
PO Box 6015
Columbia, MO 65205-6015
Email: Mike Griggs@CoMo.gov

IX. ASSIGNMENT

Neither party may assign or transfer this agreement, any interest therein or claim thereunder, without the prior written approval of the other party; provided however, MUHC may assign this Agreement and its rights hereunder to an entity directly controlled by or under common control with MUHC without consent of the City.

[SIGNATURE PAGE FOLLOWS]

This Agreement is made and entered into as of the date of the last party to execute.

SIGNATURES:

**The Curators of the University of
Missouri on behalf of MU Health Care**

City of Columbia, Missouri

BY:
TITLE:

BY: John Glascock
TITLE: Interim City Manager


DATE

DATE

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor 

Approved as to
Legal Form

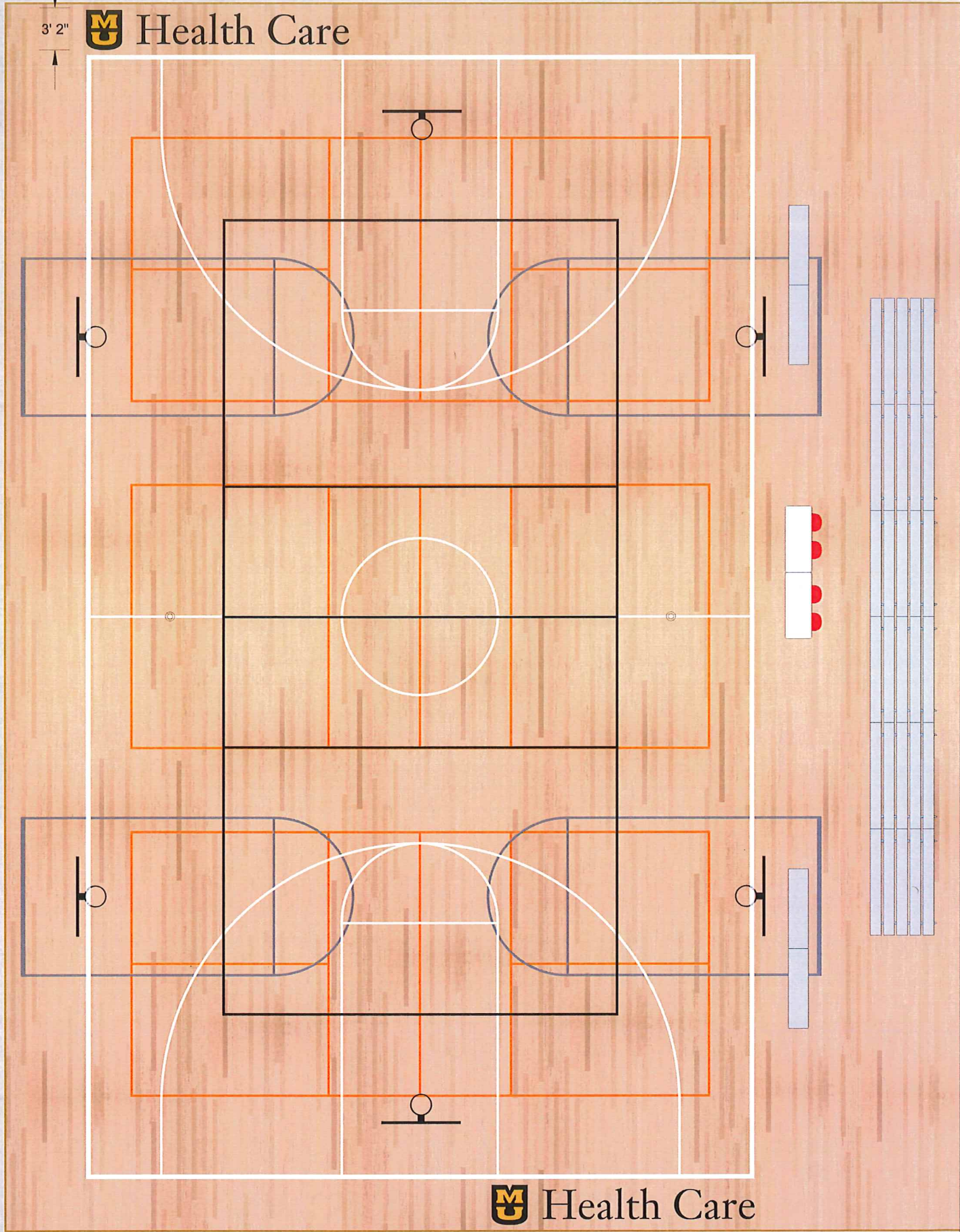
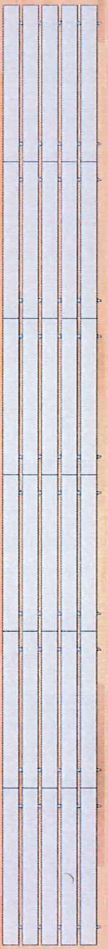
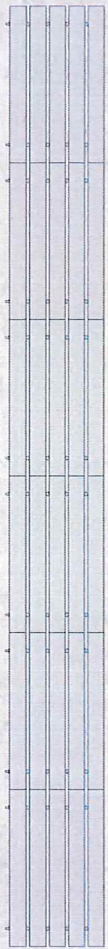
Mark Van Zandt

9/20/19

Exhibit 1



20' 0"
3' 2" Health Care



Health Care