



Merchandising Contract



Site Number: 25612

THIS AGREEMENT (hereinafter "Agreement") between the City of Columbia, Missouri, a municipal corporation (hereinafter "CITY" or "Event Merchandiser") and Event 1, Inc. (hereinafter "Event 1") is entered into on the date of the last signatory noted below (the "Effective Date").

On behalf of Event 1, we would like to thank City for assisting with the sale of merchandise at the 2025 NCAA Division I Men's and Women's Cross-Country Finals ("Event").

City agrees to sell the Event-related merchandise at the Event, which will be supplied to you exclusively by Event 1. City acknowledges that merchandise supplied by any other vendor may not be sold at this Event.

Event 1 will deliver the merchandise to City on a consignment basis for the purpose of resale at the Event. Detailed instructions for selling merchandise will be sent to City electronically. Subject to City fulfillment of the obligations under this agreement and in the Event-in-Box materials, City will be entitled to a sales commission of 20% of the Net Sales Proceeds. "Net Sales Proceeds" means the gross amount of sales proceeds from sale of merchandise at the Event less applicable credit card fees and sales taxes. City also agrees to comply with the following additional requirements:

- 1) Inspect the merchandise immediately upon delivery to City facility. The bill of lading, express receipt or similar delivery document will be conclusive evidence of quantity, condition and quality of the merchandise, unless City notifies its Event 1 Coordinator, identified as Jared Hunt ("Event Coordinator") of any discrepancy within 24 hours of delivery.
- 2) Provide an appropriate number of selling stands to service the anticipated crowd at the Event, and place the selling stands in high traffic areas at the Event facility. The number and location of selling stands must be approved by the Event Coordinator.
- 3) Open selling stands at least 30 minutes prior to gates opening at the Event and keep them open until at least 30 minutes after conclusion of the Event or, if the Event takes place over two or more days, until at least 30 minutes after conclusion of the scheduled events on each day of the Event.
- 4) Display and price merchandise neatly and correctly, using price stickers and the examples found in your Event-in-a-Box.
- 5) Do not sell merchandise for any price other than those established by Event 1 (as set forth in the inventory reconciliation sheet), unless otherwise agreed upon in writing by Event 1.
- 6) Ensure that all staff operating selling stands are neatly dressed in khaki or black pants and a collared shirt. Any type of denim apparel is not acceptable.
- 7) Use skirted tables for display of merchandise and checkout of sales.
- 8) Keep selling areas clean and inventory of merchandise re-stocked. Call your Event Coordinator to reorder merchandise, if needed, if the Event takes place over two or more days.
- 9) Supply all needed electrical and connection types to allow credit card machines to connect to get authorization for all credit card sales.

- 10) Upon conclusion of the Event, take a count of all remaining merchandise, complete all paperwork included in the Event-in-a Box materials, and return to Event 1 by facsimile or email within 24 hours.

Pay all proceeds City receives from the sale of merchandise, less the Commission, **within thirty (30) days** from the completion of the event. All unsold merchandise, at the expense of Event 1, must be returned **within seven (7) days** of the conclusion of the Event. Timely payment is of the essence. Host Institution agrees to comply with all regulations as put forth by the Payment Card Industry Data Security Standards, which includes, but is not limited to, strict security of all card holder data & use of PCI approved equipment only.

City agrees that no other merchandise will be sold on the property, while the Event is taking place, other than what Event 1 has sent in. If City wants to sell its own institutions merchandise, it must do a buy-out. Please ask your coordinator about the buy-out process if you are interested.

City agrees that this agreement creates a true consignment and that the deliveries hereunder shall constitute true consignments of the merchandise and not the purchase and sale of merchandise by City. Event 1 shall retain title to the merchandise unless and until it is sold to customers at the Event in accordance with the terms of this agreement. City hereby authorizes Event 1 to file a financing statement with respect to the merchandise, and agree, upon request of Event 1, to execute and deliver such other documents as may be requested by the Event 1 to further evidence or perfect Event 1's interest as consignor and a secured party in the merchandise under the Uniform Commercial Code.

City agrees to maintain the merchandise free and clear of all liens.

City may not assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of Event 1, and any attempted assignment or delegation without such consent will be void.

This Agreement may be signed in separate counterparts including facsimile copies. Each counterpart (including facsimile copies) is deemed an original and all counterparts are deemed on and the same instrument and legally binding on the parties. 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 signature.

ALL CAUSES OF ACTION AGAINST EVENT 1 ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH HEREOF SHALL EXPIRE UNLESS BROUGHT WITHIN ONE YEAR OF THE TIME OF ACCRUAL THEREOF.

If City is in agreement with the foregoing, please sign below. If City has any questions, you may address them with your Event Coordinator.

EVENT 1:

EVENT 1, INC.

Signature: Jared Hunt

Name: Jared Hunt

Date: 10-6-25

EVENT MERCHANDISER:

CITY OF COLUMBIA, MISSOURI

Signature: _____

Name: _____

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED TO FORM:

By: _____
Nancy Thompson, City Counselor/bt