

AGREEMENT

This Agreement is made and entered into effective this 4/6/2022 by and between the National Collegiate Athletic Association, an unincorporated association with an address at 700 West Washington Street, Indianapolis, IN 46206 ("NCAA") and the City of Columbia, Missouri, a Municipal Corporation with an address at

Address: 300 South Providence Street

City: Columbia

State: Missouri Zip Code: 65203

("Host"). The NCAA and Host, intending to be legally bound, hereby agree as follows:

1. Bid Award and Acceptance.

The NCAA has selected the Host to host the Championship (as further defined below), subject to the latter's agreement to, and fulfillment of, the terms and conditions set forth in this Agreement.

The Host hereby accepts the above selection and application of this Agreement, the Bid Specs (as further defined below), and any other submissions made by Host and approved by NCAA in connection therewith the Championship, and otherwise agrees to the terms and conditions of this Agreement.

2. Bid Specs and Exceptions.

The parties hereto hereby acknowledge and agree that the NCAA has issued and distributed its Championships Host City Bid Specifications (including any exceptions thereto submitted by Host and accepted in writing by the NCAA, the "Bid Specs") for the 2022-23 Division I Cross Country Midwest Regional ("Championship"), which are hereby incorporated into, and made a part of, this Agreement by reference, except as, and to the extent, otherwise expressly provided for herein. Host hereby agrees to fully abide by and comply with the Bid Specs.

3. Reconciliation and Other Financial Matters.

Withing sixty (60) days of the conclusion of the Championship, Host shall submit to the NCAA the reconciliation for the Championship through the NCAA's host reporting system. Upon receipt of the reconciliation, the appropriate NCAA staff shall review, and either affirm or reject, the same.

If rejected, the NCAA shall communicate such outcome to the Host, and both parties shall then promptly work together in good faith to resolve any issues or items standing in the way of an affirmed reconciliation. Once the NCAA affirms the reconciliation, any payments owed, as reflected therein, shall become due and payable.

The NCAA reserves the right, in its sole discretion, to impose on the Host penalties for facility to submit the reconciliation for the Championship in accordance with the foregoing terms, as follows:

<u>Days Past Due</u>	<u>Penalty</u>
61-90	25% reduction in Host's honorarium
91-120	50% reduction in Host's honorarium
Over 120	100% reduction in Host's honorarium

4. Termination; Force Majeure.

The NCAA may terminate this Agreement and withdraw the Championship from the Host:

- a. If Host, or any other party participating in the Host bid upon whose representations or commitments the NCAA relied in awarding the Championship host rights to Host, breaches any material term of this Agreement (including, for purposes of clarity, the Bid Specs and guidelines set forth therein), and which is not cured within ten (10) days after the NCAA gives Host written notice thereof;
- b. Upon the passage or adoption of any state or local law/regulation with effect (or anticipated effect) in the location of the Championship that the NCAA determines is reasonable likely to be detrimental to the NCAA, causes (or threatens to cause) damage to the NCAA, or contravenes or conflicts with an NCAA bylaw, policy, guideline, or value; or
- c. If the NCAA is unable to conduct the Championship, or otherwise comply with the terms and conditions of this Agreement, because of an Act of God; strike; labor dispute; change in federal, state, or local law; federal, state, or local regulation restricting the hosting of athletic contests or attendance at athletic contests; war or acts of war; fire; riot; earthquake; act of terrorists or other public enemies; pandemic; or for any similar reason not reasonably within the control of the NCAA (collectively "Force Majeure"), or otherwise due the cancellation or postponement of the Championship.

In the event of termination, Host will take all steps reasonably necessary or requested by the NCAA to assist the NCAA in transferring the Championship hosting responsibility to another host city/organization.

5. Miscellaneous.

Notwithstanding anything herein or elsewhere to the contrary, the parties hereby agree that this Agreement, the Bid Specs, and any other documents to the extent expressly incorporated by reference herein, constitutes and contains the entire agreement by and between the parties, regarding the Championship. This Agreement may not be amended or modified, except in a writing signed by an authorized representative of each of the parties hereto.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date written above.

NATIONAL COLLEGIATE ATHLETIC ASSOCIATION

By: _____

Printed Name: _____

Title: _____

HOST

By: _____ *and*

Printed Name: De'Carlton Seewood

Title: City Manager

Approved as to form:

City Counselor

THE NATIONAL COLLEGIATE ATHLETIC ASSOCIATION
Joint DI men's and women's cross country regional Proposed Budget and Financial Report

HOST INSTITUTION/AGENCY University of Missouri, Columbia
 FINANCIALLY RESPONSIBLE Columbia CVB/Sports Commission
 CITY Columbia STATE MO
 ROUND Regionals DATES 11/11/2022 - 11/11/2022

SUMMARY

	Budget	Actual
1. Gross Receipts	\$ 35,000.00	\$ 0.00
2. Total Budgeted Disbursements	\$ 40,000.00	
3. Total Actual Disbursements		\$ 0.00
4. Net Receipts or (Deficit)		\$ 0.00
5. Funds already submitted by host		\$ 0.00
6. Funds collected directly by NCAA		\$ 0.00
7. Honorarium		
8. Balance to forward to NCAA		
9. Amount to be sent to host institution		
10. Amount absorbed by host institution		

PROPOSED BUDGET

Submitted by Zach Franklin Date 02/03/2020 Phone (573) 874-7684
 Position Sports Supervisor Email zachary.franklin@como.gov

Approved by NCAA _____ Approval Date _____
 Phone _____ Email _____

FINANCIAL REPORT

Submitted by _____ Date _____ Phone _____
 Position _____ Email _____

Reviewed by NCAA _____ Review Date _____
 Phone _____ Email _____

Approved by NCAA _____ Approval Date _____
 Phone _____ Email _____

Receipts

1. Ticket sales, including taxes. Please indicate number of sessions and show number of tickets for each day per session in price range. Use separate lines to record number of "all-session" tickets sold in each price range.

Date (Session)	Ticket Type	Channel	Quantity		Price	Ticket Total	
			Budget	Actuals		Budget	Actuals
11/11/2022 (A)	Adult	Host Channel	2,000	0	10.00	20,000.00	0.00
TOTAL			2,000	0		20,000.00	0.00

PAID ATTENDANCE CALCULATIONS	
Total Single Session tickets	0
All Session Tickets * Number of Sessions	0
PAID ATTENDANCE	0

CAPACITY INFORMATION	
Total Capacity	0
Killed Tickets	0
Sub Total	0
Paid Attendance	0
Other (unpaid/held for use)	0
Unsold Tickets	0
Actual Attendance	0

	Budget	Actuals
Other Revenue		
1. Sponsorship Revenue	15,000.00	
2. Concessions	0.00	
TOTAL Other Revenue	15,000.00	0.00
GROSS RECEIPTS	35,000.00	0.00

Expenditures

IMPORTANT: In order to calculate the expenses absorbed by your institution, show the actual expenses when submitting the financial report.

	Budget	Actuals
Promotion		
1. Advertising	1,500.00	
2. Postage	0.00	
3. Printing	100.00	
TOTAL Promotion	1,600.00	0.00

	Budget	Actuals
Tickets		
1. Postage	0.00	
2. Printing	100.00	
3. Commissions	0.00	
4. State and City Taxes	0.00	
5. Charge Card Expenses	0.00	
TOTAL Tickets	100.00	0.00

	Budget	Actuals
Facility		
1. Supplies	3,000.00	
2. Facility rental charge	0.00	
3. Decor	0.00	
4. Other		
Shuttle	4,000.00	0.00
TOTAL Facility	7,000.00	0.00

	Budget	Actuals
Personnel		
1. Public Address Announcer	150.00	
2. Timer	10,000.00	
3. Official Scorer	3,000.00	
4. Ushers	0.00	
5. Police and Security	2,500.00	
6. Statisticians	0.00	
7. Clerical	0.00	
8. Ticketing Personnel	0.00	
9. Custodians-Facility	0.00	
10. Grounds Crew	0.00	
11. Maintenance-Facility Labor	0.00	
12. Medical	2,000.00	
13. Video/Scoreboard Operators	0.00	
14. Committee/Site Representative lodging	1,000.00	
15. Other		
Timer lodging	1,000.00	0.00
TOTAL Personnel	19,650.00	0.00

	Budget	Actuals
Entertainment		
1. Media	800.00	
2. Pregame, Halftime and Postgame	0.00	
3. Meetings	750.00	
4. Luncheons and Banquets	500.00	
5. Participant Refreshments	500.00	
TOTAL Entertainment	2,550.00	0.00

	Budget	Actuals
Equipment		
1. Telephone Installation	0.00	
2. Temporary Restrooms	5,000.00	
3. Copy / Fax Machines	500.00	
TOTAL Equipment	5,500.00	0.00

	Budget	Actuals
Officiating Expenses		

	Budget	Actuals
1. Officials Lodging	1,500.00	
2. Officials Travel	500.00	
3. Officials Fees	800.00	
4. Officials Per Diem	800.00	
TOTAL Officiating Expenses	3,600.00	0.00
TOTAL BUDGETED DISBURSEMENTS	40,000.00	0.00

Summary Calculation Supplement

1. Gross receipts		\$ 0.00
2. Actual disbursements		\$ 0.00
3. Approved BUDGETED disbursements		\$ 40,000.00
4. Disbursements absorbed by sponsors	\$ 0.00	
5. Total Approved disbursements		\$ 0.00
6. NET RECEIPTS or DEFICIT		\$ 0.00
7. Funds already submitted by host		\$ 0.00
8. Funds collected directly by NCAA		\$ 0.00
9. Honorarium (Highest amount from a or b)		

a. Minimum -- Enter the appropriate amount depending on length of competition and type of championship

	<u>TEAM</u>		<u>INDIVIDUAL-TEAM</u>	
	Preliminary	Final	Preliminary	Final
1 day	575	1150	700	1725
2 day	750	1450	870	2000
3 day	920	1725	1150	2300

b. 15 percent of net receipts (10 percent if event held in off-campus facility).

c. Institution/host agencies that fail to meet the 60-day reporting period may be assessed the following penalties

<u>Days past due</u>	<u>Percentage reduction of honorarium</u>
60-90 days	25% reduction
91-120 days	50% reduction
121 days and over	100% reduction

Net Honorarium:

10. Amount to be sent to host institution/conference



**NCAA Championships
Bid and Profile System**

General Bid Specifications

Please refer to the following General Bid Specifications when answering the questions below.

CHAMPIONSHIPS HOSTS PERSONNEL: Do you agree? Yes

Describe exception

PRACTICE, COMPETITION AND ANCILLARY EVENT Yes

VENUE(S): Do you agree?

Describe exception

COMMERCIAL IDENTIFICATION, SIGNAGE AND OFFICIAL Yes

MARKS: Do you agree?

Describe exception

BROADCASTING, MEDIA AND INTERNET: Do you agree? No, with exception

If it does not meet requirements of bid specs, host would be required to provide at host expense.

Describe exception

Please see attached IT document under course info. We are certain we meet all the needs required by the NCAA. However, if we don't meet all the needs or expectations change, we would like to see that in an official agreement.

FOOD AND BEVERAGE CONCESSIONS: Do you agree? Yes

Describe exception

MERCHANDISE CONCESSIONS: Do you agree? Yes

Describe exception

SOUVENIR GAME PROGRAMS: Do you agree? Yes

Describe exception

NCAA CORPORATE CHAMPION AND CORPORATE Yes

PARTNER PROGRAM: Do you agree?

Describe exception

LOCAL CONTRIBUTOR PROGRAM: Do you agree? Yes

Describe exception

FAN FESTIVAL AND ANCILLARY EVENTS: Do you agree? No, with exception

Do not have fan festival at this event.

Describe exception

The host will not provide a student-athlete banquet for the regional. The host would want to see the exact expectation for a regional cross country fan festival before it could agree.

GOVERNMENT GUARANTEES: Do you agree? No, with exception

This is outlined in the general bid specs which are noted in this document and a part of the agreement.

Describe exception

The host would have to see exact guarantees in a final agreement before it could agree.

LODGING SPECIFICATIONS: Do you agree? No, with exception

Okay. *JMM*

Describe exception

The city of Columbia has over 3,700 hotels in its market, which would suffice for this event and the National Championship. The CVB/Sports Commission represents all of its hotels equally but would be happy to work with Anthony Travel to meet their requirements.

TICKET POLICIES/OPERATIONS: Do you agree? No, with exception

Okay. *JMM*

Describe exception

The host committee will work with the NCAA to find what methods work best for both entities based on our facility and potential limitations.

MARKETING PLAN/BUDGET: Do you agree? No, with exception

Okay. *JMM*

Describe exception

The host will work with the NCAA to meet the demands within the general bid specs that fit the proposed budget and expectations of cross country. Anything final would need to be listed in the final agreement.

FINANCIAL INFORMATION: Do you agree? No, with exception

All reimbursable expenses are outlined in the attached host budget. *JMM*

Describe exception

For this event, the expectation from the host would be to get all costs reimbursed outside of the \$15,000 CVB/Sports Commission sponsorship. Ticket sales can be included the reimbursement if deemed appropriate by the NCAA. All other financial obligations would need to be outlined in the official agreement.

COMMUNITY ENGAGEMENT/LEGACY PROGRAMS: Do you agree? No, with exception

Okay, no expectations of community engagement/legacy programs for this event. *JMM*

Describe exception

The host will work with the NCAA to meet the community engagement/legacy program requirements if it falls within the proposed budget. Final approval would have to be listed in the final agreement.

AGREEMENT TO TERMS AND CONDITIONS: Do you agree? No, with exception

This is outlined in the general bid specs that are noted in this document and a part of the agreement.

JMM

Describe exception Would have to be approved in final agreement, but we are certain we meet NCAA guidelines.

Sport Specific Bid Specifications

Please refer to the following Division I Men's and Women's Cross Country Regional bid specifications when answering the questions below.

SECTION III: GENERAL FACILITY REQUIREMENTS: Do you agree? Yes

Describe exception

SECTION IV: LODGING: Do you agree? Yes

Describe exception

Proposed Hotels

The city of Columbia has over 3,700 hotel rooms in its market, which would suffice for this event and the National Championship. The CVB/Sports Commission represents a lot of its hotels equally but would be happy to work with Anthony Travel to meet their requirements.

SECTION V: NCAA/HOST RESPONSIBILITY: Do you agree? No, with exception

Describe exception

This is outlined in the cross country regional bid specifications noted in this document and a part of the agreement. Exact requirements would need to be outlined in the final agreement.



SECTION VI: MARKETING: Do you agree? No, with exception

Describe exception

This is outlined in the cross country regional bid specifications noted in this document and a part of the agreement. Exact requirements would need to be outlined in the final agreement. See attached sheet.



SECTION VIII: VOLUNTEER NEEDS: Do you agree? Yes

Describe exception

Please upload your letters of support, if applicable

Glascock_signed.pdf

Uploaded on 01/31/2020

mccormick_signed.pdf

Uploaded on 01/31/2020

Treece_signed.pdf

Uploaded on 01/31/2020

Zach_LOS.pdf

Uploaded on 01/31/2020

Amy_LOS.pdf

Uploaded on 01/31/2020

Atwill_signed.pdf

Uploaded on 01/31/2020

Griggs_signed.pdf

Uploaded on 01/31/2020

Letter_of_Support_Sterk_.pdf

Uploaded on 01/31/2020

Letter_of_Support_Burns_.pdf

Uploaded on 01/31/2020

MSHSAA_LOS.pdf

Uploaded on 02/03/2020

Please upload your signed host/LOC/venue document, if applicable

Host Specs Agreement_Sterk_.pdf

Uploaded on 01/31/2020

Please upload your signed venue document, if applicable

Venue_Agreement.pdf

Uploaded on 01/31/2020

Please upload your facility diagram

NCAA_Bid_Exhibits.pdf

Uploaded on 01/31/2020

Please upload any photos

XC_photo_11.jpg

Uploaded on 01/31/2020

XC_photo_4.jpg

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XC_picture_8.jpg

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XC_photo_1.jpg

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XC_photo_2.jpg

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Aerial view of start and finish line_XC_pic_5.jpg

Uploaded on 01/31/2020

Finish Line - Timing Tower_XC_pic_6.jpg

Uploaded on 01/31/2020

XC_photo_3.jpg

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XC_picture_9.jpg

Uploaded on 01/31/2020

cross_country_aerial_XC_7.JPG

Uploaded on 01/31/2020

XC_photo_10.jpg

Uploaded on 01/31/2020

Please upload any other desired information

Video_board_and_timing.pdf

Uploaded on 01/31/2020

Distance_Certification - Computomarx.pdf

Uploaded on 01/31/2020

neaa_marketing_plan.pdf

Uploaded on 02/03/2020