

CONVENTION AND VISITOR'S BUREAU TOURISM
DEVELOPMENT SPONSORSHIP AGREEMENT

THIS AGREEMENT between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and 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 (\$ 10,000.00) 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. Term. The "Term" of this Agreement shall commence on the Effective Date and shall continue until the date that is one hundred twenty (120) days after the Event.
3. 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.
4. 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.
5. 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.

6. 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.

7. Grant Recipient agrees that the CVB and City will be recognized as outlined in Grant Recipient's proposal.

8. 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.
- c. By Default. Upon the occurrence of an event of Default, the non-Defaulting Party shall be entitled to immediately terminate this Agreement.

9. **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.

10. 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, Consultant 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:

Curators of the University of MO
University Concert Series
203 S. 9th Street
Columbia, MO 65211
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.

11. 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.

12. 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 in triplicate the day and the year of the last signatory noted below.

CITY OF COLUMBIA, MISSOURI

By: _____
John Glascock, Interim City Manager

Date: _____

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor *JAM*

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.

Director of Finance

GRANT RECIPIENT

By: _____

IRS-EIN: _____

Date: _____

ATTEST:

FY2020 Tourism Development Application
Signature Series Events

EVENT NAME: University Concert Series 2019-2020 Season

EVENT ORGANIZER: University Concert Series

EVENT DATES: October 30, 2019 – May 6, 2020



2019-2020 SEASON

The King's Singers
Wednesday, October 30
7 PM, Jesse Auditorium

**The United States Air Force Band of
Mid America's Airlifter Brass**
Wednesday, November 6
7 PM, Jesse Auditorium

Missouri Contemporary Ballet: *Dialed Out*
Friday, November 8
Saturday, November 9
7 PM, Missouri Theatre

Presidio Brass
Friday, November 15
7 PM, Missouri Theatre

MU Choral Union: *Bach and Bonds*
Thursday, November 21
7 PM, Jesse Auditorium

**The Trans-Siberian Experience:
*The Prophecy***
Tuesday, December 3
7 PM, Jesse Auditorium

Great Russian Nutcracker
Wednesday, December 11
7 PM, Jesse Auditorium

Finding Neverland
Friday, January 24
7 PM, Jesse Auditorium

Aeolus Quartet
Thursday, February 6
7 PM, Missouri Theatre

An American in Paris
Monday, February 19
7 PM, Jesse Auditorium

Russian National Ballet: *Swan Lake*
Monday, February 17
7 PM, Jesse Auditorium

**Mystery Science Theater 3000 Live:
*The Great Cheesy Movie Circus Tour***
Wednesday, February 12
7 PM, Jesse Auditorium

**The National Symphony
Orchestra of Ukraine**
Saturday, February 29
7 PM, Jesse Auditorium

My Little Pony Live
Wednesday, March 11
6 PM, Jesse Auditorium

Show-Me Opera: *The Pirates of Penzance*
Saturday, March 14, 7 PM
Sunday, March 15, 3 PM
Missouri Theatre

Rhythm of the Dance
Monday, March 16
7 PM, Jesse Auditorium

Missouri Contemporary Ballet: *Live!*
Friday, April 3
Saturday, April 4
7 PM, Missouri Theatre

Cap Calloway Orchestra
Tuesday, April 7
7 PM, Missouri Theatre

**Missoula Children's Theatre:
*The Emperor's New Clothes***
Saturday, April 30
3 PM & 6 PM, Missouri Theatre

**MU Choral Union:
*The Armed Man: A Mass for Peace***
Thursday, April 23
7 PM, Jesse Auditorium

**Close to You:
The Music of the Carpenters**
Wednesday, May 6
7 PM, Missouri Theatre

 **University Concert Series**
University of Missouri

Please provide detailed answers to the following questions:

1. How will Tourism Development funds be used (be specific)?

The University Concert Series requests \$12,500 in Tourism Development funds to support advertising both the series as a whole and individual performances. Nearly \$100,000 in advertising buys have or will be placed for the season. The advertising plans include traditional media and digital platforms, including AdWords and Search Engine Optimization. More information on marketing plans is provided in Section 5.

2. How many overnight stays did your event generate last year, and how did you track and determine this number?

In the 2018-2019 season, the University Concert Series generated a total of over 1,750 hotel rooms.

375 rooms were utilized by artists, tours, and technical staff. The University Concert Series arranged and paid for over 135 rooms for a total over \$12,500. The remaining tours booked their own accommodations used 10 different hotel properties in Columbia for over \$18,750 in hotel room revenue. Concert Series staff tracks hotel property and room count with each tour manager.

Last season, we welcomed over 7,995 out-of-market visitors to Concert Series Events. These were tickets purchased in advance of performances by individual accounts which provides personal data. We do not generally track walk-up purchasers the hour prior to show time, so this is a conservative number. Using the figures generated in the 2017 Survey Report commissioned by the Columbia Convention and Visitors Bureau, we know that 45.5% of our out-of-market visitors stay in Columbia Hotels. We know the average group size is 2.63 people. Thus, 7,995 visitors generated 1,383 hotel rooms.

Last season, the University Concert Series generated approximately \$160,000 in hotel room revenue.

3. What was the attendance of your event last year?

Last season had fewer performances in total, but attendance remained constant with nearly 20,000 in attendance. In fact, last season the number of tickets purchased was up by 40%, which resulted in doubling the ticket revenue of the 2017-2018 season. We're pleased to report growth with the Concert Series.

Last season, we welcomed 7,995 out-of-market visitors from 88 Missouri Counties and the City of St. Louis, 38 U.S. States, the District of Columbia, and two countries. Our patrons establish an account and must log in to purchase tickets. Thus, we have accurate personal data with which we can track visitors. Missouri and United States maps are attached which show where our visitors came from.

4. What method do you use to determine total attendance?

All of our events are ticketed through Ticketmaster Archtics, which allows us to track overall ticket sales by a variety of metrics; including ticket type, customer ZIP code, repeat customer status, average price paid, and many others. All of our distributed tickets are scanned into attendance for each event using Janam brand wireless barcode scanners. These scanners report attendance statistics directly to our Ticketmaster server and update our seating maps in real-time. These methods allow us to monitor up-to-the-minute attendance for all of our events.

5. Describe your marketing plan and explain media coverage.

Concert Series marketing is executed on three different levels: national, statewide, and regional.

National: In most cases, once an artist or show has arranged a national tour, the agency representing them issues a public press release nationally discussing the tour and promoting the locations the tour will play. The press releases are sent to media outlets in the participating markets and are distributed by various industry media. An example of a national press release is attached.

Most artists have fan groups or followers on their websites and social media, and they promote the locations where they will be performing. Fan groups frequently travel as location and dates allow. Examples of where Columbia appears on various websites around the world are attached. Columbia is a respected location in the entertainment industry.

State: Through our contract with Ticketmaster, the University Concert Series is able to participate in targeted marketing for specific shows or genres to registered Ticketmaster customers. Ticketmaster mines data to provide lists of people who are interested in specific genres and is able to send an email campaign to patrons throughout the state of Missouri. The University Concert Series provides a discount or offer to Ticketmaster patrons that is unique to Ticketmaster users. The University Concert Series will be featured in up to 8 concerts this season with these statewide campaigns.

Regional: This is more traditional marketing through media partners of the University Concert Series which includes digital and social media advertising. It is intended to reach a potential audience within a 60-mile radius of Columbia utilizing video, print, social media, and web advertising for specific shows. Our media partners for this season include:

The Add Sheet	KOMU-8
<i>Columbia Daily Tribune</i>	<i>LO Profile Magazine</i>
<i>Columbia Missourian</i>	<i>Marketplace Magazine</i>
Cumulus Radio Stations	<i>Missouri Life Magazine</i>
Jack FM 93.1	PumpTop Advertising
KBIA Radio	<i>Relocating in Columbia Magazine</i>
KMOS-TV	<i>Vox Magazine</i>
KMUC Radio	Zimmer Radio Stations

In addition, we will reach more than 25,000 opt-in email addresses on our email list and over 10,000 Facebook followers

6. Describe your sponsorship plan and attach a copy of your sponsorship packet.

The University Concert Series benefits from sponsorship of both individual/family and corporate support.

By supporting the University Concert Series, companies enhance their brand, build business relationships, reward employees, and connect with loyal audiences, engaged consumers, and decision-makers while showcasing their commitment to the arts and community. Sponsorship opportunities

include concerts, education outreach programs, school shows, concert receptions, pre/post-concert talks, and community events. Sponsorships are customizable, allowing businesses to find the perfect fit for community engagement goals. Currently, over 30 corporate sponsors are committed to the season, and more are being recruited.



Sponsorships

When you partner with the University Concert Series, you are showing your commitment to support the performing arts and help contribute to our mission to bring diverse performances that educate, engage, and entertain Mid-Missouri.

Benefits	\$15,000 5 shows	\$12,000 4 shows	\$9,000 3 shows	\$6,000 2 shows	\$3,500 1 show
Ad in the UCS program book	Full page	Full page	1/2 page	1/3 page	1/4 page
Print, broadcast, digital and social	●	●	●	●	●
Web presence on sponsored events on concertseries.org	●	●	●	●	●
Opportunity for visual display in lobby at sponsored events	●	●	●	●	●
Recognition in pre-show announcement	●	●	●	●	●
Free reprints on lost or misplaced tickets and free ticket exchange	●	●	●	●	●
Priority seating before the general public	●	●	●	●	●
Invitations to VIP receptions	●	●	●	●	●
Stage Giveaway opportunity (<i>subject to approval</i>)	●	●	●	●	
Opportunity to meet select performers	●	●	●	●	
Event Tickets	\$2,250	\$1,800	\$1,350	\$900	\$525

573.882.3781 | concertseries.org | tickets@concertseries.org

Over 75 local individuals and families support our efforts with nearly \$50,000 in support.

Several years ago, we lost our development team to budgetary issues. Based upon the success of last season we are able to begin building. We are excited to announce the full-time addition of Wende Wagner. Wagner, who comes to the Concert Series with years of experience in non-profits, will work with individual donors, corporate sponsors and granting agencies, all of whom make the Concert Series possible. She embarks upon a three-year planned project of growth that will bring the Concert Series back to a position of continuous financial stability.

Become a Concert Series Donor

Concert Series donors support diverse and engaging world class arts entertainment in Columbia. The giving spirit of donors has helped keep the University Concert Series a part of the community for over 100 years.

Join today and start enjoying your donor benefits!

Benefits	Member	Friend	Patron	Director	Presenter	Producer	Advisor	Partner
	\$60+	\$120+	\$250+	\$500+	\$1,000+	\$2,500+	\$5,000+	\$10,000+
	MU Student \$30							
Free reprints on lost or misplaced tickets	●	●	●	●	●	●	●	●
Free ticket exchanges	●	●	●	●	●	●	●	●
Recognition in UCS Season Playbill	●	●	●	●	●	●	●	●
VIP Member Presale		●	●	●	●	●	●	●
Invitations for 2 to select private receptions and events			●	●	●	●	●	●
Backstage tour for 4 of the historic Missouri Theatre, upon request				●	●	●	●	●
Choose your favorite seats during presale					●	●	●	●
Personal message on Missouri Theatre marquee <i>(subject to approval)</i>						●	●	●
Opportunity to meet select performers							●	●
Opportunity to host 1 private event at the Missouri Theatre <i>(staffing and catering fees apply)</i>								●

573.882.3781 | concertseries.org | tickets@concertseries.org

7. What is the total event budget? Please use the budget grid below. (You may attach any other supporting budget documentation.)

TOTAL BUDGET FY2020
City of Columbia – Convention & Visitors Bureau TOURISM DEVELOPMENT FUND
Signature Series Events

EVENT BUDGET – I N C O M E

Event Name: **University Concert Series 2019-2020 Season**

Organization Name: University Concert Series

INCOME:	1 CASH	2 *IN-KIND should net to zero	3 TOTAL BUDGET (COLUMN 1+2)
1. Direct Support – Sponsorships, Fundraising/Donations (document in-kind*)	\$180,000	\$50,000	\$230,000
2. Government Support** (city, county, schools, etc.)	\$12,500		\$12,500
A. CVB Tourism Development			
B. Other grants	\$17,500		\$17,500
C.			
3. Program Fees:	\$290,000		\$290,000
Admissions/Tickets			
Sales of items			
Other			
4. Other Misc. (be specific) endowment	\$57,000		\$57,000
5. Investment income	\$500		\$500
6. Ticketmaster fee	\$60,000		\$60,000
TOTAL REVENUE	\$617,500	\$50,000	\$667,500

*In-kind good or service anticipated	Source of donation	Estimated value
Advertising	Local Media Companies	\$50,000
		\$
		\$
		\$

**Name of program	Source of donation	Estimated value
		\$
		\$
		\$

EVENT BUDGET - EXPENSES

Event Name: University Concert Series 2019-2020 Season

Organization Name: University Concert Series

EXPENSES: (itemize items in excess of \$100.00)	CASH Tourism Development Funds	CASH Other	*IN-KIND should net to zero	TOTAL
1. Personnel				
Artistic	\$250,000			\$250,000
Technical	\$148,926			\$148,926
Administrative				
Other				
2. Equipment Rental	\$50,000			\$50,000
3. Supplies & Materials				
Operating	\$50,000			\$50,000
4. Travel				
5. Promotion and Publicity				
Advertising/Marketing	\$100,000		\$50,000	\$100,000
Local (in Boone County)				
Outside Boone County				
Printing				
Postage				
6. Other (be specific)				
Ticketmaster fees	\$20,000			\$20,000
Credit card fees	\$15,000			\$15,000
EPS expense for UCS	\$110,000			\$110,000
TOTAL EXPENDITURES	\$743,926		\$50,000	\$743,926
TOTAL REVENUES (from page 5)	\$617,500		\$50,000	\$667,500

*In-kind should net to zero

SIGNATURE PAGE:

Organization Name: University Concert Series

Primary Contact: Wende Wagner

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

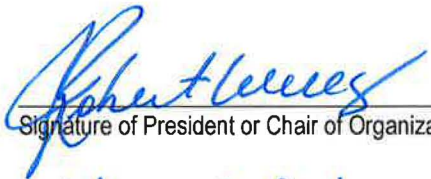
Email: wagnerwl@missouri.edu

Street Address: 203 S. Ninth St

Columbia, MO Zip: 65211

Phone: 573.882.4290

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

Date

September 30, 2019



Signature of Applicant/Primary Contact

Date

September 30, 2019