

Naming and Sponsorship Agreement for the Agriculture Park

The City of Columbia (hereinafter referred to as “City”) and Missouri Farmer Association Inc. (MFA Inc.), Missouri Farmer Association Oil (MFA Oil), Shelter Mutual Insurance Company (Shelter Insurance), Missouri Farmer Association Foundation (MFA Foundation), and Fred V. and Dorothy H. Heinkel Charitable Foundation (Heinkel Charitable Foundation) (hereinafter referred to as the “MFA Family”) hereby enter into this Naming Rights/Sponsorship Agreement (Agreement) within the Clary-Shy Agriculture Park (hereinafter referred to as “Park”) per the terms and conditions set forth herein. City and MFA Family are each individually referred to herein as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, City owns and operates Clary-Shy Community Park at 1701 West Ash Street, Columbia, Missouri (hereinafter “Park”); and

WHEREAS, the City has an agreement with other community groups (collectively, “Friends of the Farm”), to develop an agriculture park in the Park; and

WHEREAS, MFA Family would like to provide sponsorship of the agriculture park by obtaining naming rights as set forth herein.

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. Sponsorship Rights/Benefits:

During the term of this Agreement the City hereby grants the MFA Family naming recognition of the Pedestrian Plaza to be constructed at the Agriculture Park located at 1701 W. Ash Street, Columbia, MO 65203, pursuant to the terms of this Agreement.

Logos of MFA Inc., MFA Oil, Shelter Insurance shall be placed on signs that are sized 18”x36” and displayed on light poles that are located on the Pedestrian Plaza. The wording on these banners shall read: “Plaza Made Possible by LOGO HERE” (See attached Exhibit A, schematic design for more details). Each of the three businesses shall receive their own sign, and each shall be displayed on their own light pole. Signs will be made out of a durable metal material.

2. Term of Agreement:

- a. Initial Term. This Agreement shall be in effect for ten (10) years following the date of the first signage being placed on the Plaza. City shall notify MFA Family in writing of the date of installation of the signage.

- b. Renewal Term. Prior to the end of the initial term, MFA Family shall have the first right for a renewal of this Naming/Sponsorship agreement. A new agreement or an amendment to this Agreement shall be negotiated at that time.

3. Termination:

- a. By Mutual Agreement. This Agreement may be terminated at any time during its Term upon mutual agreement by both Parties.
- b. By Default. 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 notices of the breaching Party's default, and the nonbreaching 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.

4. Payment Obligation of Sponsors:

In consideration of the rights and benefits provided, MFA Inc., MFA Oil, Shelter Insurance, MFA Foundation, and Heinkel Charitable Foundation individually agree to pay the amounts listed below, in addition to the material costs of the signage. No member of the MFA Family is liable for another member's payment commitment. The amounts will be paid according to the following schedule:

Groups	2017	2018	2019	2020	2021	2022	TOTAL
Heinkel Charitable Foundation	\$25,000*	\$25,000	\$25,000				\$75,000
MFA Foundation		\$25,000 \$50,000 ✓	\$25,000	\$25,000 P ✓			\$75,000
MFA Inc.		\$5,000 \$15,000 ✓	\$5,000 \$10,000 ✓	\$5,000 P ✓	\$5,000 ✓	\$5,000 ✓	\$25,000
MFA Oil		\$5,000 \$15,000 ✓	\$5,000 \$10,000 ✓	\$5,000 P ✓	\$5,000 P ✓	\$5,000 P ✓	\$25,000
Shelter Insurance	\$25,000*						\$25,000

* Notes that these payments have been received as of the date of this contract.

These payments shall be made to:

Community Foundation of Central Missouri: Friends of the Farm Fund
P.O. Box 1742
Columbia, MO 65205

In addition, the MFA Family shall pay the costs associated with the signage within thirty (30) days of receipt of an invoice from the City. Payments on the invoice(s) shall be made according to the terms set forth in the invoice.

5. Governing Law and Venue. This Agreement 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.

6. General Laws. The Parties shall comply with all federal, state, and local laws, rules, regulations, and ordinances.

7. Notices. The City Manager, or designee, shall have the authority to provide any notice or consent required under this agreement on behalf of City. Any notice, request, consent or communication under this Agreement will be effective only if it is in writing and (a) personally delivered, (b) send 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 MFA Inc.:

MFA Inc.
201 Ray Young Drive
Columbia, MO 65201
Email: EVerlues@mfa-inc.com

If to MFA Oil:

MFA Oil
1 Ray Young Dr.
Columbia, MO 65201
Email: mfenner@mfaoil.com

If to MFA Foundation:

MFA Foundation
201 Ray Young Drive
Columbia, MO 65201

Email: EVerlues@mfa-inc.com

If to Shelter Insurance:

Shelter Insurance

Attn: Chief Executive Officer

1817 W. Broadway

Columbia, MO 65218

RMeans@shelterinsurance.com and TMagruder@ShelterInsurance.com

If to Fred V. and Dorothy H. Heinkel Charitable Foundation:

c/o Kim Whorton, Landmark Bank

P.O. Box 1867

Columbia, MO 65205

Kim.Whorton@landmarkbank.com

If to the City:

City of Columbia

Attn: City Manager

P.O. Box 6015

Columbia, MO 65205-6015

Email: CMO@CoMo.gov

With Copy to:

City of Columbia

Attn: Director of Parks and Recreation

P.O. Box 6015

Columbia, MO 65205-6015

Email: Mike.Griggs@CoMo.gov

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.

8. 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.

9. No Third-Party Beneficiary. No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such Person a third-party beneficiary under this Agreement.

10. 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.

11. 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.

12. Contract Documents. This Agreement includes the following exhibits, which are incorporated herein by reference:

Exhibit	Description
A	Schematic Design

In the event of a conflict between the terms of an exhibit and the terms of this Agreement, the terms of this Agreement controls.

13. Entire Agreement. This Agreement represents the entire and integrated Agreement between the Parties relative to the Naming Rights/Sponsorship Agreement herein. All previous or contemporaneous agreements, representations, promises and conditions relating to the Naming Rights/Sponsorship described herein are superseded.

[SIGNATURE PAGES FOLLOW]

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: _____
Mike Matthes, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor *NT*

MFA, INC.

By: Ernie Verslues
Ernie Verslues, CEO

Date: 7/5/18

MFA OIL

By: *Mark Fenner*
Mark Fenner, CEO


Date: 9/20/18

MFA FOUNDATION

By: *Mark Fenner*
~~Ernie Verslues, Chair~~
Mark Fenner

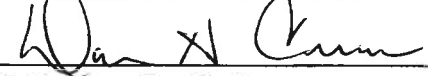
Date: 9/20/18

**SHELTER MUTUAL INSURANCE
COMPANY**

By: 
Rick Means, CEO

Date: 6-6-2018

**FRED V. AND DOROTHY H. HEINKEL
CHARITABLE FOUNDATION**

By: 
Dale Creach, Chair

Date: 8-6-18

PLAZA MADE POSSIBLE BY



Break
TIME

