

AGREEMENT

THIS AGREEMENT between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and Thumper Entertainment, Inc., a for-profit corporation organized in the State of Missouri (hereinafter "Contractor") is entered into on the date of the last signatory noted below (the "Effective Date"). City and Contractor are each individually referred to herein as a "Party" and collectively as the "Parties".

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. Contractor shall provide the services outlined in its proposal for the Event as submitted to City's Convention and Visitors Bureau, a copy of Contractor's Event Proposal is attached as Exhibit A, at a cost to City of **Twenty Thousand Dollars (\$20,000)**. Contractor agrees that it is responsible for all funds made available to Contractor 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, Contractor 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. Contractor agrees that it will make no changes in the approved Event until the changes are approved in writing by City.

4. Contractor agrees that it is subject to audit and review on request by City. If contractor has a financial audit prepared, that report shall be furnished to City's Convention and Visitors Bureau.

5. Contractor 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 Convention & Visitors Bureau'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 Contractor's proposal shall be kept and open to City inspection during regular business hours.

6. Contractor 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. Documentation must include copies of checks issued for payment of services or items, copies of corresponding invoices and copies of any required contracts. If Contractor does not provide financial documentation, Contractor may not be eligible for future funding.

7. Contractor agrees that the Convention and Visitors Bureau and City will be recognized as outlined in Contractor's proposal.

8. **HOLD HARMLESS AGREEMENT.** To the fullest extent not prohibited by law, Contractor 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 Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontractor for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the City of Columbia from its own negligence. This clause shall survive termination of this Agreement.

9. **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.

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.** Contractor 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, Contractor agrees to comply with Missouri State Statute Section 285.530 in that Contractor 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, Contractor 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. Contractor 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. Contractor shall require each subcontractor to affirmatively state in its contract with Contractor 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. Contractor shall also require each subcontractor to provide Contractor 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
Law Department
P.O. Box 6015
Columbia, MO 65205-6015
ATTN: City Counselor

If to Contractor:

Thumper Entertainment, Inc.

201 E. Broadway
Bldg. 3, Suite C
Columbia, MO 65201

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	Contractor'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 Contractor and City. All previous or contemporaneous agreements, representations, promises and conditions relating to Contractor'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: _____
Mike Matthes, City Manager

Date: _____

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor *JM*

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

CONTRACTOR

By: _____

IRS-EIN: _____

Date: _____

ATTEST:

Signature Series Events

Exhibit A

EVENT NAME: The Roots N Blues N BBQ Festival

EVENT ORGANIZER: Thumper Entertainment, Tracy Lane

EVENT DATES: September 27-29, 2019

Please provide detailed answers to the following questions:

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

Thumper will use Signature Series funds to develop and build our fan base through media outreach and advertising. We are continuing to focus on markets outside of Boone County and several out of state markets. We are working to increase ticket sales in areas within Missouri such as St. Louis, Kansas City, Springfield, and Lake of the Ozarks, and will also target cities in surrounding states: Nebraska, Iowa, Kansas, Illinois

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

We partnered with The Broadway Hotel, The Hampton Inn & Suites at the University of Missouri, Tiger Hotel, Courtyard Marriott, Stony Creek. All rooms at these locations were sold out during the dates of the 2018 Festival weekend. We estimate that most hotels in the area were at or near capacity.

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

Throughout the weekend weekend we estimate over 34,000 festival attendees.

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

We utilize Ticketfly data and RFID wristband reports.

5. Describe your marketing plan and explain media coverage.

- Social Media: Facebook ads, Facebook posts, Twitter, Instagram
 - Interactive posts across platforms three times each week.
 - Paid Facebook advertising targeting interests and areas based on ad content
 - Boosted posts targeting interests and areas based on ad content
- Online Advertising: Retargeting through Bucket Media
 - Geographically targeted based on ad timing and content
 - Big ad pushes for artist announcements and stage schedule announcement
- Radio Media Partners: 102.3 BXR, KPLA, KFRU, Nash FM, KOPN, KCLR
 - Ads and live reads focused on artists, ticket sales, and volunteer recruitment
 - Live interviews with radio personalities
 - On air promotion and giveaways
 - Event coverage over festival weekend
- Print Media Partners: The Columbia Daily Tribune, VOX Magazine, Lo Profile (Lake of the Ozarks & Mid Missouri area)
 - Ads to promote ticket sales, artist announcements and stage schedule announcement
 - Online promotions
 - Special features in The Tribune and VOX
 - Event coverage over festival weekend
- TV Media Partner: KRCG and Columbia Access Television

- Ads to promote ticket sales, artist announcements and stage schedule announcement
- Event coverage over festival weekend
- Digital Media Partner: Do314, Do816, Ticketfly,
 - Digital promotions and giveaways
 - E-blasts and social media posts
- Outreach
 - Distribution of printed materials across the State of Missouri through National and Regional Sponsors- Missouri Lottery, Great Southern Bank, StorageMart, Break Time Convenience Stores, The Columbia CVB
 - Distribution of printed materials to students on campus and in off-campus housing in partnership with Mizzou Music Management campus organization
 - Earned Media outreach to gain coverage from National and Regional outlets with assistance from Missouri Tourism
 - NEW coverage this year includes National Geographic

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

Returning sponsors include Missouri Lottery, Holder | Susan | Slusher, BreakTime, Veterans United, L/O Profile, Great Southern Bank, StorageMart, Logboat Brewing Co., Bur Oak Brewing Co., Broadway Brewery, Kia of Columbia, Macadoodles, Indian Motorcycles, Signs Now, to name a few.

New additions in 2018 include Monaco, Johnsonville, Columbia Regional Airport, DrinkRaff.

In 2019, we expect all of these sponsors to renew.

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

Sponsorships are signed to 3-year terms (in most cases). In exchange for cash (varying levels), sponsors are associated with a particular area and/or item. Passes are included in sponsorships. Sponsors are highly encouraged to be present and engage with festival goers through self promotion platforms. Sponsor deck is included.

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

TOTAL BUDGET FY2019
 City of Columbia – Convention & Visitors Bureau TOURISM DEVELOPMENT FUND
Signature Series Events

EVENT BUDGET – I N C O M E

Event Name: **Roots N Blues N BBQ Festival**

Organization Name: Thumper Entertainment

	1	2	3
INCOME:	CASH	*IN-KIND should net to zero	TOTAL BUDGET (COLUMN 1+2)
1. Direct Support – Sponsorships, Fundraising/Donations (document in-kind*)	\$229,000	114,665	\$363,665
2. Government Support** (city, county, schools, etc.) A. CVB Tourism Development	20,000		20,000
B.			
C.			
3. Program Fees: Admissions/Tickets	1,083,000		1,083,000
Sales of items - Merch	97,000		97,000
Other - Bar Sales	496,200		496,200
4. Other- marathon entries	13,000		13,000
5.			
6.			
TOTAL REVENUE	1709200	\$	1,696,200

*In-kind good or service anticipated	Source of donation	Estimated value
--------------------------------------	--------------------	-----------------

1. Advertising	Columbia Daily Tribune	8,000
	Vox Magazine/ The Missourian	13,540
	Cumulus Radio	7,000
	KRCG	25,200
	Columbia Access Television	4,500
	Pitch	1,845

**Name of program	Source of donation	Estimated value
	KOPN	7,500
	Zimmer Radio	3,000

EVENT BUDGET - EXPENSES

Event Name: **Roots N Blues N BBQ Festival**

Organization Name: Thumper Entertainment

EXPENSES: (itemize items in excess of \$100.00)	CASH Tourism Development Funds	CASH Other	*IN-KIND should net to zero	TOTAL
1. Personnel				
Artistic- Performers		791,000		791,000
Technical		194,000		194,000
Administrative/ Contract Labor		75,000		75,000
Other - Payroll		120,000		120,000
City Staff (solid waste)		11,000		11,000
2. Equipment Rental				
Production & Fuel		6,200		6,200
Tents, porta potties, fencing		67,000		67,000
Park Use		29,100		29,100
3. Supplies & Materials				
Event Supplies		12,000		12,000
Merchandise		25,000		25,000
Beverage/ Hospitality Supplies		116,300		116,300
Art/Lighting		11,500		11,500
4. Travel				
Staff Travel		3,000		3,000
Gas, Car rentals		6,000		6,000
5. Promotion and Publicity				
Advertising/Marketing				

Local (in Boone County)			32,300	32,300
Outside Boone County	10,000		38,285	38,285
Social Media	10,000	2,845		12,845
Printing		2,500		2,500
Postage		300		
Website		7,500		7,500
Mobile App		2,000		2,000
Photo Video		5,200		
6. Other (be specific)				
City Services			44,080	
TOTAL EXPENDITURES	20,000	1487445	114,665	1,562,530
TOTAL REVENUES (from page 5___)	20,000	1,938,200	114,665	2,052,865

*In-kind should net to zero

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

Email: tracy@thumperentertainment.com,
sjasper@thumperentertainment.com, assistant

Street Address: 201 E. Broadway, Bldg. 3, Suite C

Columbia, MO Zip: 65203

Phone: 573-442-5862

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 10-10-18


Signature of Applicant/Primary Contact

Date 10-10-18



2018 Roots N Blues N BBQ Festival

September 28 - 30, 2018
Stephens Lake Park • Columbia, MO

Sponsorships

**Our goal is to keep the festival alive all year long.
As a sponsor, your promotion begins long before the event
and continues long after the festival.**

**Thumper Entertainment works with clients on an individual
basis, creating memorable & effective sponsorship
opportunities.**

Some of these include:

- The Official Presenting Sponsor - StorageMart
- The Missouri Lottery Stage and the Great Southern Bank Stage
- The BreakTime Mobile App
- Holder | Susan | Slusher | the Official Attorneys of The Roots N Blues N BBQ Festival.
- The Sunday Gospel Celebration, presented by Broadway Christian Church
- Isle of Capri Whole Hog Lounge
- Macadoodles Mega Bar
- Betsy Farris ½ Marathon & 10K, presented by Tryathletics
- Veterans United - Handicapped Shuttles
- Artist Announcement Events
- VIP Artist Release Party on The Roof, presented by KIA
- KIA of Columbia, the official automotive sponsor
- Culligan Water Station
- Shuttle Stops - MU Health Care

Opportunities

“Music Sponsorship spending will total nearly 1.8 billion in 2018 (up 4.8% from last year), demonstrating the power of music as a marketing platform, sponsorship spending in the category continues to soar to new heights”

Source: IEG

Opportunities for 2018:

- The Blues in the Schools music education programs
- Sustainability partner- solar lighting and continued greening of the festival
- Art & Mural Sponsors
- Electric/Power partner



Sponsorships

Our Goals

- To continuously improve the fan experience
- To educate through music and create union among people of differing cultural backgrounds
- To shine a spotlight on our parks and trails and to promote sustainability

"I am pleased to heap copious amounts of praise for the recent Columbia Roots N Blues N BBQ Festival. In 40 years of attending music festivals, yours was the best in planning and executing.

There is no exaggeration here. Everything from the choice of talent, to the diverse dining options, to the pristine venue, to the stage set-up was near perfect. Thank you for a truly memorable music festival, that put all other festivals to shame... You have much to be proud of."

- Jackie A. Luongo, fan, Lee's Summit, MO

"Roots N Blues showcases Columbia perfectly-outstanding musicians representing the best of their respective genres, playing in a beautiful park setting, with every imaginable culinary treat at your fingertips. Roots N Blues has grown into a respected festival that attracts fans from all around Missouri as well as from around the world."

- Amy Schneider, Director, Columbia Convention & Visitors Bureau

"As presenting sponsor, StorageMart is thrilled to be a part of this amazing event which brings people together to enjoy great music, exceptional food and a host of other family friendly activities."

- Cris Burnam, President of TKG StorageMart

To become a sponsor...

**Contact JAMIE VARVARO at Thumper Entertainment
jvarvaro@thumperentertainment.com (573)881-3562**