

CONVENTION AND VISITOR'S BUREAU TOURISM  
DEVELOPMENT SPONSORSHIP AGREEMENT

THIS AGREEMENT between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and The Columbia Art League, a Nonprofit Corporation 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. 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.
3. 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.
4. 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.

5. 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. This paragraph does not limit other remedies available to the City in the event Grant Recipient breaches this Agreement.

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

7. 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. If terminated by Grant Recipient, Grant Recipient shall return all grant proceeds.
- c. By Default. Upon the occurrence of an event of Default, the non-Defaulting Party shall be entitled to immediately terminate this Agreement.

8. **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.

9. 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:

The Columbia Art League  
207 S. 9<sup>th</sup> Street  
Columbia, MO 65201  
Attn: Kelsey Hammond  
CAL Executive Director

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.

- i. Counterparts and Electronic Signatures. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. 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 signatures on this Agreement.
10. 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.

11. 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, City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Thompson, City Counselor

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.

\_\_\_\_\_  
Matthew Lue, Director of Finance

GRANT RECIPIENT

By signing below I certify that I have the authority to bind the Grant Recipient to the Terms of this Agreement.

By: \_\_\_\_\_  
*[Handwritten Signature]*

Printed Name: KELSEY HAMMOND

Title: DIRECTOR

IRS-EIN: 43-1103761

Date: 3/25/2021

ATTEST:

\_\_\_\_\_

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FY2021 Tourism Development Application  
*Signature Series Events*

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EVENT NAME: Art in the Park 2021

EVENT ORGANIZER: The Columbia Art League

EVENT DATES: 6/5/21 & 6/6/21

Please provide detailed answers to the following questions:

1. Describe in detail how Tourism Development funds be used.

\$9,000 will go towards the cost of regional and national advertising. In 2019 there was an increase in attendance at Art in the Park and that's partially due to our increase in advertising outside of our market. We'd like to continue to build that awareness and encourage a stronger Midwest regional attendance. This year in particular advertising will be important to let folks know that we are planning a safe event. By June, it seems like people will be more willing (and needing) to get out of their homes and traveling will feel like a real possibility.

(see attached Marketing budget)

\$5,400 will go to our performers – an exact list will be confirmed later in the Spring closer to our event. We often utilize CoMo Aerial Art, magicians from Ashland, MO and Milwaukee, WI. We would like Jabberwocky Studios to come back and teach dance moves and put on dance performances throughout the weekend. GreenHouse Theatre Project is interested in teaching some improv and holding performance sessions. Our goal is always to round out the artistic experience to include more than just the visual arts for our festival attendees. We are currently talking with these artists about how we can make their experience safe and yet still interactive and impactful for our attendees.

\$600 will go towards awards given to our Creative Spaces artists.

We are looking to create spaces and moments throughout Art in the Park that are highly Instagrammable, allowing attendees to share their experiences and encourage drive-in traffic from the region. I want to encourage younger folks to come out - to make Art in the Park a fun weekend getaway for the 25-35 age group where they can take selfies in front of cool art installations or a graffiti wall that they helped spray paint and then head downtown for food, bars, etc. in the evening. I'm looking specifically at the success of places like the Ice Cream Factory or the Color Museum that are immersive arts experiences which help create social media content which spreads interest around to attendee's social media followers.

We'd like to work with artists within the region to make these installations so that they can also advertise to their followers. Each Creative Space that an artist creates will be up for an award (1<sup>st</sup> place: \$300, 2<sup>nd</sup> place: \$200, 3<sup>rd</sup> place: \$100). We will work with the artists to provide sneak peek posts and Instagram take overs to get people interested before the event – to entice them to visit in person – for Art in the Park.

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

We sent our survey out a little bit later than normal, and only 25% of our artists filled out our online survey. Of the 25%, 11 people stayed for 2 nights and 4 stayed for 3+. Some participants couldn't remember which hotel they stayed in, but others listed are as follows: Candlewood (1), Drury (3), Motel 6 (1), Holiday Inn (2), LaQuinta (1), Hampton Inn (3), Comfort Inn (1).

In 2018 we conducted a survey and of the 108 artists, 87 of them stayed in a hotel with 50% staying 3 nights and 50% of them staying 2 nights. Our artists generated 218 overnight stays. Our jurors and judges and entertainers tend to be from out of the Columbia area which add a few extra nights as well.

3. What was the attendance of your event last year and what method did you use to determine this?  
In 2019 we estimated about 15,000 attendees – it was a beautiful weekend of sun but not too hot. Both days felt full.

Attendance collection is done by volunteers who note the number of people coming into the park for each hour for 10 minutes at a time from our main entrance (at Old 63). We'd like to increase our volunteers this year to try and capture more entrances into the park to have a more accurate count.

4. How many years has your event been held?

This will be the 63<sup>rd</sup> year of Art in the Park. In 2020 we moved Art in the Park from an in-person event at the park to hosting the selected artists on our website due to Covid-19.

5. What is the economic impact of your event?

Art in the Park is a regional Fine Arts & Craft Fair that supports about 110 artists who pay sales tax for sales made in Missouri. Traditionally over 75% of the artists who exhibit are from out of the Columbia area and stay locally in hotels. Because our event is so close to downtown, it's easy for visitors to spend the day at Stephens Lake Park and then head to restaurants downtown to have dinner or grab a drink. Our events hours are very conducive to visitors grabbing breakfast at a local restaurant as well (10AM-5PM on Saturday and 10AM-4PM on Sunday). While at the park, visitors can enjoy Food Truck snacks and beverages, local music, and entertainers from all over the region. We are able to work with several local vendors like Fretboard Coffee and Shortwave Coffee to keep everyone plied with caffeine throughout the festival.

According to the 2014 CVB survey, 25.35% of Art in the Park attendees were true out of market visitors. And if our 2019 attendance level (15,000) is any indication, we have increased the amount of people who are coming Art in the Park in general, which means that out of market visitor number must have also increased.

6. Marketing Plan: Please use the attached marketing grid to complete this question.

7. Sponsorship Plan: Describe your plan to attract event sponsors and attach information on Sponsorship levels. Attached is our 2021 Sponsorship packet. We don't have a finalized list of sponsors yet, but we expect to have at least the following repeat sponsors:

Central Bank of Boone County	\$3,500
Veterans United Foundation	\$5,000
Commerce Bank	\$4,300
Coil Construction	\$1,000
TrueLine Title Co.	\$1,000
1canoe2 (located in Fulton)	\$1,000
Bond Life Science Center	\$1,000
pARTner in the Park*	\$3,500

\*private giving campaign asking for small donations from individual giving  
(See attached sponsorship packet)

8. Event Budget: Please use the two budget pages below (pages 5 & 6) to provide details of your Income and Expenses. (You may add lines or change the cell titles to better match your event.)



TOTAL BUDGET FY2021  
TOURISM DEVELOPMENT FUND - *Signature Series Event*

**EVENT BUDGET - I N C O M E**

Event Name: **Art in the Park 2021**

Organization Name: Columbia Art League

	1	2	3
<b>INCOME:</b>	CASH	*IN-KIND should net to zero	TOTAL BUDGET (COLUMN 1+2)
1. Direct Support – Sponsorships, Fundraising/Donations (document in-kind*)	\$20,300	\$	\$20,300
2. Government Support** (city, county, schools, etc.)	\$15,000		\$15,000
A. CVB Tourism Development			
B. OCA Annual Arts Funding	\$4,659		\$4,659
C. Missouri Arts Council	\$6,794		\$6,794
3. Program Fees: Admissions/Tickets			
Sales of items	\$700		\$700
Other			
4. Other Misc. (be specific)			
5. Festival Program	\$5,500		\$5,500
6. Artist Booth Fees	\$35,200		\$35,200
7. Weekend Income	\$7,400		\$7,400
8 Food Vendor Fees	\$3,000		\$3,000
<b>TOTAL REVENUE</b>	<b>\$98,553</b>	<b>\$</b>	<b>\$98,553</b>

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

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

**EVENT BUDGET - EXPENSES**

Event Name: Art in the Park 2021

Organization Name: Columbia Art League

<b>EXPENSES:</b> (itemize items in excess of \$100.00)	CASH Tourism Development Funds	CASH Other	*IN-KIND should net to zero	TOTAL
<b>1. Personnel</b>				
Artistic				
Technical				
Administrative		30,000		30,000
Other				
<b>2. Equipment Rental</b>		6,500		6,500
<b>3. Supplies &amp; Materials</b>				
Awards	600	5,043		5,643
Kid's Art Tent & other supplies		2,000		2,000
<b>4. Travel</b>				
<b>Jurors</b>		350		350
<b>Awards judges</b>		760		760
<b>5. Promotion and Publicity</b>				
Advertising/Marketing				
Local (in Boone County)		4,500		4,500
Outside Boone County	9,000			9,000
Printing		9,000		9,000
Postage		2,200		2,200
<b>6. Other (be specific)</b>				
Entertainment	5,400			5,400
Food expenses: artists & volunteer lunches		3,000		3,000
Water bar cups		3,700		3,700
Rent, utilities, telephone, accounting,		13,000		13,000

insurance, (% of annual CAL costs)				
Fees & permits		2,300		2,300
Overnight Security		1,200		1,200
<b>TOTAL EXPENDITURES</b>	15,000	83,553		98,553
<b>TOTAL REVENUES (from page 5 )</b>				

\*In-kind should net to zero

SIGNATURE PAGE:

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Organization Name: Columbia Art League

Primary Contact: Kelsey Hammond

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

Email: kelsey@columbiaartleague.org

Street Address: 207 S. 9th St.


Columbia, MO Zip: 65201

Phone: 573-443-8838 / Kelsey's Cell: 650-575-9216

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 2/18/21

  
 \_\_\_\_\_  
 Signature of Applicant/Primary Contact

Date 2.15.21

Event Name: Art in the Park 2021  
 Event Organization: Columbia Art League

Marketing Tactics - Outlet or Vendor	# of ads	Total Reach/Circulation	Geography
<b>Print</b>			
Central Missouri Newspaper		0	Regional
Missouri Life Magazine	2		State
New Territory Magazine	1		Regional
Inside Columbia	2		Local
Como Mag	2		Local
Columbia Missourian			Local
Vox			Local
St Louis Dispatch			Regional
Jefferson City			Local
<b>Digital - Social, Display, SEM, etc.</b>			
Facebook ad			Regional
Instagram ad			Regional
<b>Broadcast - Radio &amp; Television</b>			
KRCG			
KMIZ			
KFRU			
KBIA			Local
KOPN			Local
KCOU			Local



# ART IN THE PARK

## Sponsorships

Art in the Park has been an iconic summer event in Columbia since 1959, when it was founded by the Columbia Art League as the Sidewalk Art Fair.

### MAKE SURE YOUR BUSINESS IS SEEN AT ART IN THE PARK

Each year more than 14,000 people attend this two-day event at Stephens Lake Park. Start your summer with a sponsorship for Art in the Park.

#### Who attends?

- 73% of festival goers live in Missouri
- 65% of attendees are women
- 85% of festival visitors have a household income of \$55,000 +

*For more information or to sponsor Contact Kelsey at [Kelsey@ColumbiaArtLeague.org](mailto:Kelsey@ColumbiaArtLeague.org)*

### Diamond Sponsor (Total media value \$26,400)

- Logo on all advertising (TV, print, radio, website)
- Logo on printed material (posters, postcards, festival guide and more)
- Booth space and signage at festival

\$5000

### Gold Sponsor (Total media value \$18,200)

- Logo on all print and TV ads and our website
- Logo on printed material (posters, postcards, festival guide and more)
- Booth space and signage at festival

\$2500

### Silver Sponsor (Total media value \$7,000)

- Logo on print ads and our website
- Logo on printed material (posters, postcards, festival guide and more)
- Booth space and signage at festival

\$1000

## Bronze Sponsor (Total media value \$3,000)

- Name listed on print ads and our website
- Name listed on printed material (posters, postcards, festival guide and more)
- Signage at festival

\$500

## Sponsor a Golf Cart

Strut your name all over the festival!

\$125



Our golf carts roam through the crowds all weekend long

It takes eight golf carts for our volunteer staff to cover the grounds of Stephens Lake Park, servicing the needs of our artists and festival goers. All weekend the golf carts are seen moving throughout the crowds.

Your sponsored golf cart will have your Name/Logo clearly displayed for all to see.

*For more information or to advertise Contact Kelsey at [Kelsey@ColumbiaArtLeague.org](mailto:Kelsey@ColumbiaArtLeague.org)*

*Not interested in Sponsorship? Advertise at the festival in our printed Festival Guide!*